## CITY OF EL PASO, TEXAS AGENDA ITEM CITY CLERK DEPT DEPARTMENT HEAD'S SUMMARY FORM 2020 FEB 27 AM9: 11

DEPARTMENT:	Parks & Recreation			
AGENDA DATE:	03/03/2020			
PUBLIC HEARING DATE:	N/A			
CONTACT PERSON NAME AND PHONE NUMBR:	Ben Fyffe (915) 212-1708			
DISTRICT(S) AFFECTED:	All			
STRATEGIC GOAL:	Goal 4 - Enhance El Paso's Quality of Life through Recreational, Co			
SUBGOAL:	4.2 Create innovative recreational, educational and cultural prograr			
	ance / lease to do what? OR AUTHORIZE the City Manager to do what? Be buncil to approve. Include \$ amount if applicable.			
Facilities Management and To	rize the City Manager or his designee to sign a Thirteen Amendment for SMG the ourism Agreement between the City of El Paso and SMG for SMG to provide onaire services for the sale of merchandise, souvenirs and novelties at the Camp d Lost Kingdom water parks.			
of the contemplated action. The appropriate. What are the benefit is a second contemplated action.	N: here, when, and how to enable Council to have reasonably complete description his should include attachment of bid tabulation, or ordinance or resolution if hefits to the City of this action? What are the citizen concerns?  which currently manages the Convention Center, the Chavez Theatre, Plaza			
A STATE OF THE STA	yon to facilitate non-food vending kiosks at the waterparks. Merchandize to ems as well as sunscreen and sundry items.			
PRIOR COUNCIL ACTION: Has the Council previously con	sidered this item or a closely related one?			
October 24, 2002, October 24	Iments to the existing agreement twelve separate times on June 18, 2002, 4, 2003, July 27, 2004, October 19, 2004, July 5, 2005, November 1, 2005, ber 5, 2006, and November 3, 2009, December 16, 2014, and April 11, 2016.			
	FUNDING: Has the item been budgeted? If so, identify funding source by account numbers bes it require a budget transfer?			
No additional funding required budget.	d; amended scope covered by existing SMG management fees in FY2020			

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DEPARTMENT HEAD:		
(If Department Head Sum	nary Form is initiated by Purchasing, client department should sign also)	

## RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager or his designee be authorized to sign a Thirteen Amendment for SMG the Facilities Management and Tourism Agreement ("Agreement") between the City of El Paso and SMG for SMG to provide merchandising and concessionaire services for the sale of merchandise, souvenirs and novelties at the Camp Cohen, Chapoteo, Oasis, and Lost Kingdom water parks ("Water Parks"), at no additional cost to the City.

APPROVED this	_ day of March, 2020.
	CITY OF EL PASO:
ATTEST:	Dee Margo Mayor
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Sol M. Cortez Senior Assistant City Attorney	Benjamin E. Fyffe, Interim Director Parks & Recreation Dept.

STATE OF TEXAS	) THIRT	ΓΕΕΝΤΗ AMENDMENT Τ	O FACILTY		
	/	AGEMENT AND TOURISI	M AGREEMENT		
EL PASO COUNTY	)				
		Facility Management and To	_		
		' 2020, by and be			
El Paso ("City") and SMG, a Philadelphia general partnership and the successor in interest					
to LMI/HHI, LTD., d/	/b/a Leisure Managemo	ent International ("Manager	.").		

WHEREAS, the City and the Manager entered into that certain Facility Management and Tourism Agreement regarding the management of the City of El Paso Convention Center and Visitor's Bureau effective as of March 12, 1998; and

WHEREAS, such Management Agreement has been amended twelve separate times on June 18, 2002, October 24, 2002, October 24, 2003, July 27, 2004, October 19, 2004, July 5, 2005, November 1, 2005, September 19, 2006, December 5, 2006, and November 3, 2009, December 16, 2014, and April 11, 2016 (the original Management Agreement and such amendments are herein collectively referred to as the "Management Agreement"); and

WHEREAS, the City will be completing the construction of the Camp Cohen, Chapoteo, Oasis, and Lost Kingdom water parks ("Water Parks"); and

WHEREAS, the City desires to offer Water Parks visitors concessionaire services for the purchase of souvenirs, novelties and water park merchandise; and

WHEREAS, SMG is currently able to provide the desired services through the Management Agreement; and

WHEREAS, the City and SMG desire to amend the Management Agreement for SMG to provide concessionaire services at the Water Parks locations; and

- NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:
- 1. Section 3.5 Management Duties and Responsibilities, is hereby amended to include subsections (ao), which shall read as follows:
- (ao) Manager shall provide all merchandising and concessionaire services, including the sale of souvenirs, novelties and other water park merchandise, at the Camp Cohen, Chapoteo, Oasis, and Lost Kingdom water parks ("Water Parks"), and shall negotiate, execute and perform all contracts, licenses and other agreements with all subcontractors, including, but not limited to concessionaires selected by Manager (and not disapproved by Operator) for the provision of such merchandising and concessionaire services at the Water Parks. Manager shall not have responsibility for the management and operation of the Water Parks.

- 2. Manager agrees that the services provided in subsection (ao) will be provided for no additional consideration. Operator will continue to pay Manager according to the terms of the Agreement.
- 3. Except as provided herein, all terms and conditions of the Agreement and its amendments remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of March \_\_\_, 2020.

	CITY OF EL PASO:
ATTEST:	Tomás Gonzalez City Manager
Laura D. Prine City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Sol M. Cortez Senior Assistant City Attorney	Benjamin E. Fyffe, Interim Director Parks and Recreation Department
	SMG, a Pennsylvania general partnership:
	Robert Newman, CEO