

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**AGENDA DATE:** August 17, 2021

**PUBLIC HEARING DATE:** n/a

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Tracey Jerome, Bryan Crowe 915-534-0667

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 1

**SUBGOAL:** Enhance Visitor Revenues – Convention / Sport Development

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Approve a resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract with Consortium Productions, Inc. for the City of El Paso to host the 2021 Sun City CRIT in conjunction with USA CRITS, September 10-12, 2021.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

El Paso was selected through a competitive processes to host the Sun City CRIT part of the USA CRITS series. Each event will bring an estimated economic impact of \$1.3 Million.

The city has committed to support the event with a \$120,000 site fee required to successfully and safely conduct the event. An initial payment was made in February of 2020 in the amount of \$90,000 and the remainder of \$30,000 will be due to Consortium Productions Inc. within a month of the conclusion of the 2021 event.

The City has applied and been approved by the State of Texas Event Trust Fund to seek reimbursement for the city's financial obligations under the Event Support Contract.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

City Council has approved Event Support Contracts for past events such as the 2019 Triple-A All Star Game, 2019 USA Crits and SMART Airports Conference in 2019.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

Up to \$53,157 which is eligible for reimbursement by State of Texas Event Trust Fund.

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO**

Revised 04/09/2021

PRIMARY DEPARTMENT:  
SECONDARY DEPARTMENT:

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

*Tracy Seume*

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(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**RESOLUTION**

**WHEREAS**, Visit El Paso/Destination El Paso, the City of El Paso (the “City”) was selected to host the 2020 Sun City Crit on March 28, 2020; and

**WHEREAS**, Due to the COVID-19 Pandemic that affected the world the event was postponed; and

**WHEREAS**, Visit El Paso/Destination El Paso, the City of El Paso (the “City”) was selected to host the 2021 Sun City Crit on September 11, 2021; and

**WHEREAS**, the City supported the 2020 event by entering into a contract (“Event Support Contract”) with Consortium Products, Inc. (“CRIT”) including a \$120,000.00 site fee (“Site Fee”); and other miscellaneous expenses not to exceed \$10,000.00 (“Miscellaneous Expenses”) paid to CRIT; and

**WHEREAS**, the City has paid 75% of the Site Fee in 2020 which will be applied to the 2021 Sun City Crit event.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That, the City Manager is authorized to make necessary budget transfers and sign the Event Support Contract between the City and CRIT in order for the City to host the 2021 Sun City Crit, including the remaining amount of the \$120,000.00 Site Fee and Miscellaneous Expenses not to exceed \$10,000.00 to be paid to CRIT.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

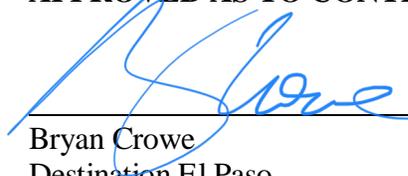
**APPROVED AS TO FORM:**



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Karla Muñoz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**



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Bryan Crowe  
Destination El Paso

**THE STATE OF TEXAS**  
**COUNTY OF EL PASO**

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**EVENT SUPPORT CONTRACT**

This Event Support Contract (the “Contract”) is between the City of El Paso, a Texas home rule municipality (“**City**”) and Consortium Productions, Inc. (“**CRIT**”), a Florida based corporation whose registered office is 17051 SW 49<sup>th</sup> St Southwest Ranches FL 33331 and EIN 46-0808409.

**WHEREAS**, the City of El Paso has been designated as the host for the **Sun City Crit on September 11, 2021** (the “Event”); and

**WHEREAS**, the parties to the present agreement wish to describe the City’s financial commitment in support of the Event and the responsibilities of the City and CRIT to organize the Event.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

**I. General Obligations of the Parties**

- A. The City has been designated as the host for the Sun City Crit, scheduled for Saturday, September 11 with setup and teardown on Friday, September 10 and Sunday, September 12 respectively (the “Event”).
- B. The City is obligated to perform functions necessary to host the Event as outlined in Exhibit A as “City Responsibilities.” These functions will result in City expenses to include:
  - 1. A site fee of \$120,000; Parties acknowledge that 75% of the site fee was paid in February of 2020 but the remainder shall be payable to CRIT at the conclusion of the Event but no later than September 30, 2021;
  - 2. Other expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed \$10,000.
- C. CRIT is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit A as “USA CRIT Responsibilities.”
- D. If said Event is not held, the City is not obligated to expend the monies described in I.B. of this Contract.

## II. Term & Termination

- A. The term of this Contract shall begin on August 19, 2021 and shall continue until all payments required pursuant to this Contract have been made, documentation of payment to CRIT is received by the City, all reimbursement from the Texas Events Trust Fund have been made to the City or until terminated by either party in accordance with the provisions of this Contract or until such time as the parties mutually agree to terminate this Contract.
- B. Termination
  - 1. This Contract shall be terminated if the Event does not take place in El Paso, Texas.
  - 2. The obligations of the parties for all costs incurred under this Contract prior to such termination notice, shall survive such termination, as well as any other obligation incurred under this Contract, until performed.

## III. GOVERNMENTAL FUNCTION AND IMMUNITY.

- A. Governmental Function. The parties expressly agree that, in all things relating to this Contract, the City enters into this Contract for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Contract, falls within the definition of governmental function.
- B. Sovereign Immunity. The City reserves, and does not waive, its right of sovereign immunity and similar rights and does not waive its rights under the Texas Tort Claims Act. The parties expressly agree that the City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.
- C. **INDEMNIFICATION. AS A CONDITION OF THIS AGREEMENT, CRIT OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY,**

**PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO CRIT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CRIT SHALL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS CRIT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. CRIT SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY CRIT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CRIT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO CRIT'S PROPERTY FROM ANY CAUSE.**

**IV. Miscellaneous**

- A. Liability. This Contract is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.
- B. Compliance with Laws. In the performance of their obligations under this Contract, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.
- C. Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City.

- D. Venue. The parties hereto agree that this Contract shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in the El Paso County, Texas.
- E. Current Revenues. Pursuant to Section 791.001(d)(3), Texas Government Code, the City will make all payments from current revenues.
- F. No Waiver. The failure of any party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right of such party to require performance of that provision. Any waiver by a party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Contract.
- G. Notice. All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

City: City of El Paso  
Attn: City Manager  
P.O. Box 1980  
El Paso, TX 79950-1890

CRIT: Consortium Productions, Inc.  
Attn: Ravi Rajcoomar  
17051 SW 49th St  
Southwest Ranches, FL 33331

- H. Severability. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.
- I. Any amendments to this Contract shall be in writing and signed by all parties.
- J. This constitutes the entire agreement of the parties.

*(Signatures follow on next page)*

**THE STATE OF TEXAS** §  
§  
**COUNTY OF EL PASO** §

**EVENT SUPPORT CONTRACT**

*Signature Page*

IN WITNESS WHEREOF, City of El Paso, and CRIT have entered into this Contract.

CITY OF EL PASO

\_\_\_\_\_  
Tomás González  
City Manager

CONSORTIUM PRODUCTIONS, INC.

\_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karla Muñoz  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bryan Crowe  
General Manager, Destination El Paso

**Exhibit A**  
**Event Support Contract**  
**Sun City Crit**  
**September 10-12, 2021**

**City Responsibilities:**

<ul style="list-style-type: none"><li>• Work with USA CRIT to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, celebrity races, running races, vendor expo, food court, other sponsor activation areas.</li></ul>
<ul style="list-style-type: none"><li>• Coordination of digital advertising campaign to increase Event attendance and hotel impact.</li></ul>
<ul style="list-style-type: none"><li>• Coordination of downtown street closures and coordination of permitting for Event</li></ul>
<ul style="list-style-type: none"><li>• To pay remaining 25% of site fee of US \$ 120,000.00. Remainder of site fee to be payable no later than September 30, 2021.</li></ul>

## CRIT Responsibilities:

- Create, develop, and execute cycling event
- Create, develop, and execute athlete recruitment and marketing plan
- Create, develop, and execute community and spectator marketing plan in partnership with the City's Destination El Paso ("DEP") department
- Develop and execute operational plan and budget for technical vendors and 3<sup>rd</sup> party support for example but not to be limited to – permitting, registration, hotel, timing, sound, announcers, fencing, police/security, truss, lighting, broadcast, screens, power, radios, tenting, hospitality, awards, security, bathrooms, street cleaning, course crossings and sponsors.
- Work with DEP to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, celebrity races, running races, vendor expo, food court, other sponsor activation areas.
- Develop and execute local grassroots outreach plan for the cycling, running, outdoor endurance and general audience.
- Sanction, insure and officiate the event through USA Cycling and its officials.
- Provide appropriate Certificates of Insurance for all required parties
- Develop and execute with DEP appropriate media plan including press conferences, athlete visits, social media campaign, direct outreach as needed
- Develop and execute compelling event day run of show for the local on-site and broadcast audience
- Develop medical plan for athletes and spectators on-site
- Develop crisis communication plan for athletes and spectators on site
- Develop and execute awards, prize-giving ceremonies, and prize money payout
- Develop and execute event staffing and volunteer plan
- Provide attendance, economic impact, hotel room night utilization, event budget, actual events expenses and other reporting as requested by DEP