

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

**DEPARTMENT:** Destination El Paso

**AGENDA DATE:** April 9, 2024

**PUBLIC HEARING DATE:** n/a

**CONTACT PERSON NAME AND PHONE NUMBER:** Tracey Jerome and Jose Garcia, 505-573-0757

**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 Valley AIDS for the City of El Paso to host the National Latinx Conference on HIV HCV SUD on May 2-4, 2024.

**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 process to host the Conference and the event will bring an estimated economic impact of roughly \$900,000.

The city has committed to support the event with a \$35,000 site fee required to successfully and safely conduct the event. The payment will be made no later than August 31, 2024.

The City has applied to and been accepted by the State of Texas Event Trust Fund to seek reimbursement for the city's financial obligations under the Event Support Contract for the total of \$35,000.

**SELECTION SUMMARY:**

**PROTESTS:**

☒ No protest received for this requirement.

**COUNCIL REPRESENTATIVE BRIEFING:**

Was a briefing provided: ☐ Yes or ☒ No

**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, 2021 Sun City CRIT, and the Tony the Tiger Sun Bowl held in 2019, 2021, 2022 and 2023.

**AMOUNT AND SOURCE OF FUNDING:**

**What is the source of funding? What is the amount? Is there a current appropriation? Does it require a budget transfer? Are there continuing costs? How long and for what amount?**

The City of El Paso would transfer 35,000.00 from the account referenced below which will be reimbursed by State of Texas Event Trust Fund.

Fund: 2326  
Dept: 457  
Division: 57000  
Account: 460230- Civic Center Revenue

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

**DEPARTMENT HEAD:**

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

## RESOLUTION

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

**WHEREAS**, Visit El Paso/Destination El Paso, the City of El Paso (the “City”) was selected to host the 2024 National LatinX Conference on HIV HCV SUD on May 2-4, 2024; and

**WHEREAS**, the City desires to support the event by entering into a contract (“Event Support Contract”) with Valley AIDS Council (“Valley AIDS”) including a \$35,000.00 site fee (“Site Fee) and other miscellaneous expenses not to exceed \$10,000.00 (“Miscellaneous Expenses”) to be paid to Valley AIDS.

### 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 Valley AIDS in order for the City to host the 2024 National LatinX Conference on HIV HCV SUD including a \$35,000.00 Site Fee and Miscellaneous Expenses not to exceed \$10,000.00.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

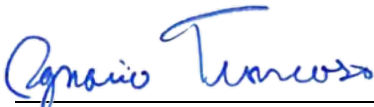
### CITY OF EL PASO

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

### ATTEST:

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

### APPROVED AS TO FORM:



\_\_\_\_\_  
Ignacio R. Troncoso  
Assistant City Attorney

### APPROVED AS TO CONTENT:



\_\_\_\_\_  
Jose Garcia  
Destination El Paso

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

§  
§  
§

**EVENT SUPPORT CONTRACT**

This Event Support Contract (the “Contract”) is between the City of El Paso, a Texas home rule municipality (“**City**”) and Valley AIDS Council (“**Valley AIDS**”), a 501 c 3 Texas non-profit organization located at 2306 Camelot Plaza, Harlingen, TX 78550.

**WHEREAS**, the City of El Paso has been designated as the host for the National Latinx Conference on HIV HCV SUD on May 2-4, 2024.  
(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 VALLEY AIDS 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 2024 National Latinx Conference on HIV HCV SUD on May 2-4, 2024 with setup and teardown on Wednesday, May 1st and Sunday May 5th 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. To pay a site fee of \$35,000 no later than August 31, 2024.
  - 2. Other expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed \$10,000.
- C. Valley AIDS is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit A as “VALLEY AIDS 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 April 24, 2024 and shall continue until all payments required pursuant to this Contract have been made, documentation of payment to VALLEY AIDS 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.

## **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 of 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
- VALLEY AIDS:  
Attn: Wally Cantu, Executive Director  
2306 Camelot Plaza,  
Harlingen, TX 78550
- 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 VALLEY AIDS have entered into this Contract.

CITY OF EL PASO

\_\_\_\_\_  
Cary Westin  
City Manager

VALLEY AIDS COUNCIL.

Wally Cantu  
Name Printed: Wally Cantu

Title: Executive Director

APPROVED AS TO FORM:

Ignacio R. Troncoso  
Ignacio R. Troncoso  
Assistant City Attorney

APPROVED AS TO CONTENT:

J. Garcia 3/22/2024  
Jose Garcia  
President and CEO, Destination El Paso

**Exhibit A**  
**Event Support Contract**  
**Valley AIDS**  
**May 2-4, 2024**

**City Responsibilities:**

- Sponsor room rental and other related expenses up to \$47,380 contingent upon minimum hotel rooms utilized in the area.
- To pay a site fee of \$35,000 by August 31, 2024



### **VALLEY AIDS Responsibilities:**

- Host a National Convention, attracting visitors from across the nation May 2-4, 2024
- Contribute roughly 2,200 hotel room nights to area hotels
- Develop a city-wide HIV/HCV prevention campaign for the community of El Paso
- Develop a city-wide U= U campaign for the community of El Paso
- Increase medical provider awareness on HIV prevention methods such as PrEP and nPEP and on harm reduction methods in regards to opioid overdose.
- Collaborate with local HIV/HCV and harm reduction organizations to expand their reach in the community.
- Collaborate with local Medical School (Texas Tech University) to provide learning opportunities to current medical residents.