

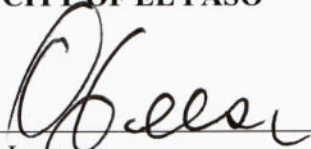
RESOLUTION

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

That the City Manager be authorized to sign an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2023 Sun City Crit scheduled for September 16, 2023.

APPROVED this 18th day of July, 2023.

THE CITY OF EL PASO



Oscar Leeser
Mayor



ATTEST:



Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Danielle Escontrias
Assistant City Attorney

THE STATE OF TEXAS

§

EVENT SUPPORT CONTRACT

COUNTY OF EL PASO

§

§

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 49th 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 16, 2023** (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 16 with setup and teardown on Friday, September 15 and Sunday, September 17 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 \$120,000. 75% by July 31, 2023, and remaining 25% no later than October 31, 2023.
 - 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 “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 July 31, 2023, 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.

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
- 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 the next page)

Exhibit A
Event Support Contract
Sun City Crit
September 16, 2023

City Responsibilities:

- Work with 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.
- Coordination of digital advertising campaign to increase Event attendance and hotel impact.
- Coordination of downtown street closures and coordination of permitting for Event
- To pay a site fee of \$120,000. 75% by July 31, 2023, and remaining 25% no later than October 31, 2023.

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 3rd 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 Destination El Paso 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