

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

DEPARTMENT: City Manager

AGENDA DATE: 10-16-07 Regular, under City Manager's report of current events and issues

CONTACT PERSON/PHONE: David Almonte (4530)/Bill Studer (4215)

DISTRICT(S) AFFECTED: All

CITY CLERK DEPT.
07 OCT 11 PM 1:03

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.

To authorize the City Manager to sign a ten-year Sponsorship Agreement between the City of El Paso and Overtime Sports Southwest, LLC to annually sponsor the Texas versus The Nation All Star Game. The amount of Sponsorship shall be \$200,000 for the game in 2008.

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?

Request Council approval of the agreement to sponsor the Texas versus the Nation Agreement and allow the City Manager to approve all activity to effectuate the agreement. Mr. Bill Blaziek will be the contract administrator and assist the firm with all activities involved in the agreement, such as the television spots, advertising and pre and post-game events.

PRIOR COUNCIL ACTION:

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

Yes, City Council approved a sponsorship agreement on 21 November 2006 for a game that was held on 28 February 2007. The success of that televised game has led to this long term arrangement before Council.

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?

Funding for the agreement will come from accounts in the Hotel Occupancy Tax Fund, Airport Enterprise Fund and from the general fund contingency account. Planned funding participation is currently is \$75,000/\$75,000 and \$50,000 respectively.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

 N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

THAT the City Manager be authorized to sign a Sponsorship Agreement between the City of El Paso and Overtime Sports Southwest, LLC to be a sponsor for the Texas vs. The Nation Game in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) for 2008, with an option to extend until 2017, and that City Manager be authorized to sign the necessary documentation to effectuate the contract.

PASSED AND APPROVED this _____ day of _____, 2007.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



David Almonte, Director
Office of Management and Budget

07 OCT 10 PM 2:59
CITY CLERK DEPT.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SPONSORSHIP AGREEMENT FOR THE
TEXAS VS THE NATION GAME**

This Sponsorship Agreement for the Texas vs. the Nation Game (this “*Agreement*”) is made this ____ day of _____, 2007 by and between the City of El Paso, a home rule municipal corporation (the “*City*”), and Overtime Sports Southwest, LLC, a Texas limited liability company (the “*Company*”).

RECITALS

WHEREAS, Texas vs. the Nation, a collegiate, NCAA Division I all-star football game (the “*Game*”), a project created by the Company, is tentatively scheduled to be played in February, 2008 at the Sun Bowl Stadium;

WHEREAS, the Game is a college all-star game matching top collegiate players with ties to the State of Texas against top collegiate players from around the nation;

WHEREAS, the first Texas vs. the Nation Game was held on February 2, 2007, and was attended by one hundred seven (107) National Football League (“NFL”) scouts, eighteen (18) General Managers, over fifteen (15) VIP former NFL coaches and players and seventy-eight (78) of the one hundred seven (107) players that participated in the Game were drafted by the NFL;

WHEREAS, the Game will be nationally televised on the College Sports Television Network (“*CSTV*”) and broadcast on radio. *CSTV* has agreed that the television broadcast will be re-broadcast at least five (5) times during the calendar year 2008. The Game shall also be promoted on the Web Sites which *CSTV* hosts for almost every major college sports team in the United States;

WHEREAS, the Game shall provide the City with numerous opportunities to promote the City of El Paso through numerous game week events and extensive national advertising via Internet and national television broadcast of the Game;

WHEREAS, the Company has requested that the City be a sponsor of the Game and the City desires to be a sponsor of the Game;

WHEREAS, the City Council finds that certain activities provided by the Company identified in the Scope of Services are a municipal purpose and other services identified in the Scope of Services are voluntary and the Company is providing them for the benefit of the community as a whole; and

WHEREAS, the City Council finds that certain activities provided by the Company identified in the Scope of Services are a municipal purpose and other services identified in the

Scope of Services are voluntary and the Company is providing them for the benefit of the community as a whole.

A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES. The Company hereby agrees to the following:
 - a. The City shall receive four thirty (30) second advertisements during the national television broadcast of the Game. Per contractual arrangements with CSTV, the game will be re-broadcast a minimum of five (5) times during 2008, so these advertisements directly promoting El Paso business and tourism may be broadcast nationally a number of times during 2008;
 - b. The City of El Paso logo shall be placed on either the players' helmets or jersey worn by the players during the Game in coordination with the Company and the County of El Paso;
 - c. The City of El Paso logo shall appear on the Sun Bowl field during the game in coordination with the Company and the County of El Paso;
 - d. The City of El Paso representatives shall receive special introduction and recognition at major Game related events during game week;
 - e. Ten (10) to fifteen (15) minutes of the Game will be dedicated to promoting the history and culture of El Paso;
 - f. The Company will undertake special targeted advertising on campuses from which players and coaches participating in the Game, such as video board public service announcements, and promote the City of El Paso as a Game sponsor;
 - g. Marketing activities ("cause" marketing) featuring the City of El Paso's sponsorship will include donation of one thousand (1000) turkeys or other holiday foodstuffs and sport-related merchandise (such as five hundred (500) footballs and five hundred (500) soccer balls) to charitable organizations during the winter holiday period;
 - h. The Company will organize hospitality events, tours and other events to entertain visiting players, teams, NFL representatives and other out-of-town visitors promoting El Paso and featuring the City of El Paso as a Game sponsor;

- i. The Company will provide the City access to the Game players for sound bytes for commercial use by the City in promoting the City of El Paso;
- j. Four thousand (4,000) complementary tickets will be provided to the City for distribution to residents, employees, children or any other persons at the City's discretion;
- k. The Company will host a football camp in coordination with the City's Parks & Recreation Department;
- l. The Company will conduct up to fifteen (15) events in local schools involving at least thirty (30) Game players to speak on staying in school, the danger of drugs, bullying and other child safety topics; and
- m. Work closely with NFL teams/league management to promote the City as a pre-season NFL football game site.

2. ALTERNATE/ADDITIONAL SERVICES. Should alternate or additional services outside the scope set forth in *Section 1* be requested of the Company by the City, then said alternate or additional services shall automatically become a part of this Agreement upon acceptance and funding by the City and acceptance by the Company. It is understood and agreed that the City will not be liable for any cost overrun on this Agreement without its prior written approval. Said approval must be obtained prior to the Company commencing alternate or additional services that will result in the cost overrun.

3. TERM. The term of this Agreement shall commence on October 23, 2007 for a period of one year.

Provided that neither the City nor the Company are in default of this Agreement, the City shall have the option to extend the term of this Agreement to be a Game Sponsor for a period of 10 years until March, 2017, by notifying the Company in writing that it has appropriated the necessary funds to participate as a Sponsor for the new fiscal year.

4. SPONSORSHIP FEE. The City hereby agrees to pay the Company Two Hundred Thousand and 00/100 Dollars (\$200,000) as the sponsorship fee for its right to participate and be named as a Game Sponsor in 2008 and, at the amounts agreed to by the parties and appropriated by the City (at its sole discretion) for each subsequent year until 2017. This sponsorship fee shall be paid by the City to the Company no later than sixty (60) days prior to the date the Game shall be played.

5. LOCATION OF PERFORMANCE. The Company shall perform the services contemplated herein in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

6. INDEPENDENT COMPANY RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Company incurred in the performance of this Agreement unless otherwise herein authorized. The City will provide no fringe benefits to the Company or its employees.

7. INDEMNIFICATION LANGUAGE. **BY ACCEPTANCE OF THIS AGREEMENT, THE COMPANY HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, THE EL PASO CONVENTION & VISITORS BUREAU, AND SMG, A PENNSYLVANIA GENERAL PARTNERSHIP, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS (INCLUDING DEATH) OR PROPERTY ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE COMPANY OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, OR EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.**

8. LAW GOVERNING AGREEMENT/VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas.

9. DISPUTE RESOLUTION. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. The parties further agree that should their efforts to resolve a dispute, claim, questions, or disagreement arising from this Agreement fail, that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Agreement, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under this Agreement by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof.

10. TERMINATION. Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if the Company is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Company of the cause for termination.

11. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Company at the following addresses:

THE CITY: El Paso Convention & Performing Arts Center
Attn: Bill Blaziek, General Manager
One Civic Center Plaza
El Paso, Texas 79901

THE COMPANY: Overtime Sports Southwest, LLC
ATTN: Kenny Hansmire, Chairman & Chief
Executive Officer
4455 LBJ Freeway, #1050
Dallas, Texas 75244

12. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto.

13. COUNTERPARTS. This Agreement may be executed and acknowledged by facsimile and in counterparts, each of which shall be deemed a valid original and part of the same instrument.

[Signature page to follow]

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SPONSORSHIP AGREEMENT FOR THE
TEXAS VS THE NATION GAME**

(Signature page)

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2007.

CITY OF EL PASO

Joyce Wilson
City Manager

OVERTIME SPORTS SOUTHWEST, LLC

Kenny Hansmire
Chairman and Chief Executive Officer

APPROVED AS TO FORM:



Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:



David Almonte, Director
Office of Management & Budget

CITY CLERK DEPT.
07 OCT 10 PM 3:01