

To: Harris County Commissioners Court

Date: March 30, 2021

Through: Roberto Treviño, P.E., Executive Director, Toll Road Authority

Prepared By: Taffy Hernandez and Peter Key

SUBJECT: Request to Amend the Original Agreement dated July 10, 2018 between Harris County and World Triathlon Corporation (Corporation)

Project ID (If applicable):

Purpose and Request:

Recommendation that the Toll Road Authority be authorized to amend the original agreement dated July 10, 2018 or create a new agreement between Harris County and World Triathlon Corporation (Corporation) to allow for use of the Hardy Toll Road for the Ironman Triathlon (Ironman) to be held in October, 2021, and to allow for use of the Hardy Toll Road in other future years for the Ironman in Precincts 1, 2, and 4

Background and Discussion:

Harris County has participated in the annual Ironman event in the greater Houston area in previous years, and we recommend the County's participation in upcoming Ironman events. Because the Corporation previously provided payment to the County in 2020 for use of the Hardy Toll Road for the scheduled April 25, 2020 Ironman which was subsequently cancelled prior to the 2020 Ironman's occurrence, it is further requested that the amended agreement include language that will allow the County to accept the Corporation's 2020 payment for use of the Hardy Toll Road in 2021.

Fiscal Impact:

The funding for this project has already been approved by Commissioners Court, and no additional funding is required.

Fiscal Summary			
Expenditures	FY 21-22	FY 22-23 Projected	Future Years Projected [3 additional years]
Service Impacted:	TRA	TRA	TRA
Existing Budget	O&M	O&M	O&M
Additional Appropriation Requested	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0
Funding Sources			
Existing Department Budget	TRA	TRA	TRA
Please Identify Funding Source (General Fund, PIC, Special Revenue, Grant, Etc.)	O&M	O&M	O&M
[INSERT FUNDING SOURCE HERE]*	TRA- O&M	TRA- O&M	TRA- O&M
Total Sources	TRA- O&M	TRA- O&M	TRA- O&M

Alternatives:

Harris County does not participate in future Ironman events.

Alignment with Strategic Objective:

This aligns with HCTRA's strategic objective (ENG-SO4) to coordinate projects with other regional transportation partners so our project can enhance the regional transportation network.

Attachments:

Court Approved Agreement.

July 10, 2018

Vote of the Court:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 Commissioners Court
 Administration Building
 Houston, Texas 77002

SUBJECT: Recommendation that Commissioners Court authorize an Agreement with World Triathlon Corporation to close the Hardy Toll Road southbound lanes from I 45 to Loop 610 on April 27, 2019 and on April 25, 2020 for the bicycling portion of the North American Championship Ironman Triathlon Precincts 1, 2, and 4

Dear Court Members:

It is recommended that Commissioners Court authorize an Agreement with World Triathlon Corporation to close the Hardy Toll Road southbound lanes from I 45 to Loop 610 on April 27, 2019 and on April 25, 2020 for the bicycling portion of the North American Championship Ironman Triathlon.

The Toll Road Authority recommends that all appropriate officials be granted authority to take all necessary actions to execute this Agreement. Attached are five (5) originals. Please return two (2) fully executed originals to the Toll Road Authority. This Agreement has been reviewed and approved by the Harris County Attorney's Office.

Sincerely,



 Gary K. Trietsch, P.E.
 Executive Director

vs- 03 1hr + 1 org agmt

GKT:JCT:py

Attachments

TRA-copy 1hr + 4 org agmts

 cc: HCTRA Management
 Tisha Laws
 Agenda File

Presented to Commissioners' Court

JUL 10 2018

 APPROVE CIM

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18 JUL -2 AM 8:25

 HARRIS COUNTY
 BUDGET MANAGEMENT
 COMMITMENT

for its 2021 bicycling competition, but only if Ironman presents to the County by February 14, 2020 a plan to use a route other than the Hardy Toll Road.

2. The County agrees to allow Ironman to place cones, mile markers, aide stations, ambulances, portable toilets, equipment necessary for the race, and minimal vehicles on the tollway between 3 a.m. and 6 p.m. on April 27, 2019 and on April 25, 2020. Ironman agrees to remove everything it has placed on the tollway by 6 p.m. and remove all trash, leaving the tollway in the condition it was found prior to the race. No parking other than emergency vehicles and official Ironman vehicles will be allowed on the tollway.

3. The County agrees to provide all requirements for closing the tollway, all traffic control related to the closing, and all barriers. The County will not provide any security for the event.

4. Ironman agrees to pay the County \$200,000.00 in both 2019 and in 2020. Ironman will pay the County in full by February 14, 2019 and February 14, 2020. There will be no refund once the total is paid in full under any circumstance.

5. Ironman shall have current insurance as attached on Appendix B and name the County as an additional insured. Ironman shall send a certificate of insurance to the County.

6. Ironman will be responsible to the County for any damage whatsoever to the roadway from the event, including, but not limited to, damage to the road surface, tolling equipment, road markers, road signs, and road barriers. Ironman agrees not to interfere with any service road traffic and will control crowds and all observers from entering the tollway during the event.

7. Ironman understands and agrees that the County will not modify the tollway surface for this event and that it agrees to use the tollway "AS IS". Ironman agrees to use the tollway at its own risk and accepts all roadway conditions that may exist due to the weather.

8.a. *World Triathlon Corporation* shall save harmless the County from and against all claims and liability due to the activities of World Triathlon Corporation, its agents or employees, under this contract and which result from any negligent act, error, or omission of World Triathlon Corporation or of any person employed by the World Triathlon Corporation. World Triathlon Corporation shall also save harmless the County from and against any and all expenses, including reasonable attorney's fees which might be incurred by the County, in litigation or otherwise resisting said claims or liabilities.

b. Additionally, World Triathlon Corporation shall indemnify, save and hold the County, its officials, officers, agents and employees, harmless of, from and against any and all claims, causes of action and damages arising from any copyright, trademark or patent infringement occurring or arising from the introduction and/or use, in whole or part, of any copyrighted, trademarked or patented material, process or software for the event by Ironman for use in the performance of this contract.

9. a. All formal notices and demands under this Agreement shall be delivered to the Harris County Commissioners Court, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: Clerk of Commissioners Court, with a copy forwarded to the Harris County Toll Road Authority, 7701 Wilshire Place Dr., Houston, Texas 77040, Attention: Mr. Gary K. Trietsch, P.E., Executive Director.

b. All written notices, demands, and other papers or documents to be delivered to Ironman under this Agreement shall be delivered to World Triathlon Corporation, 3407 W. Dr. Martin Luther King Blvd., Tampa, Florida, 33607, Attention: Scott Langen, Southeast Regional Director, or at such other place or places as Ironman may designate by written notice delivered to the County.

10. The County has the right to terminate this Agreement at its sole option at any time, with or without cause, by providing written notice of such intention to terminate and by stating in said notice the "Termination Date." The County's rights and options to terminate this Agreement, as provided in any provision of this Agreement shall be in addition to, and not in lieu of, any and all rights, actions and privileges otherwise available under law or equity to the County by virtue of this Agreement or otherwise. Failure of the County to exercise any of its rights, actions, options or privileges to terminate this Agreement as provided in any provision of this Agreement shall not be deemed a waiver of any rights, actions or privileges otherwise available under the law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by law.

11. Ironman shall not sublet, assign, or transfer all or any part of the services in this Agreement without the prior written approval of the County.

12. Ironman shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Ironman shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees specified above.

13. Within 24 hours after the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of Ironman), whether or not it results from or involves any action or failure to act by Ironman or any employee or agent of Ironman and which arises in any manner from the performance of this Agreement, Ironman shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. Ironman shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon Ironman, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from Ironman's performance of work under this Agreement.

14. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. This Agreement shall be performed entirely in Harris County, Texas and the parties hereto acknowledge that venue is proper in Harris County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

15. Certificate of Interested Parties (Form 1295)

Texas law requires all parties who enter into any contract with the County that must be approved by Commissioners Court to disclose all Interested Parties. Texas Ethics Commission Form 1295, including notarization, must be completed in its entirety. If changes to this Form are necessary during this Agreement, Ironman will notify and send the County an updated and complete version.

16. Additional Statutory Requirements

For the duration of this Agreement: a) Company agrees to follow all the requirements of Tex. Gov't Code Ann. § 2270.001 and 2270.002, and sign the Appendix C verification, and b) Company also agrees to follow all the requirements of Tex. Gov't Code Ann. § 2252.151-§ 2252.154.

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

HARRIS COUNTY

By: 
LAURA FIORENTINO CAHILL
Assistant County Attorney

By: 
ED EMMETT
County Judge

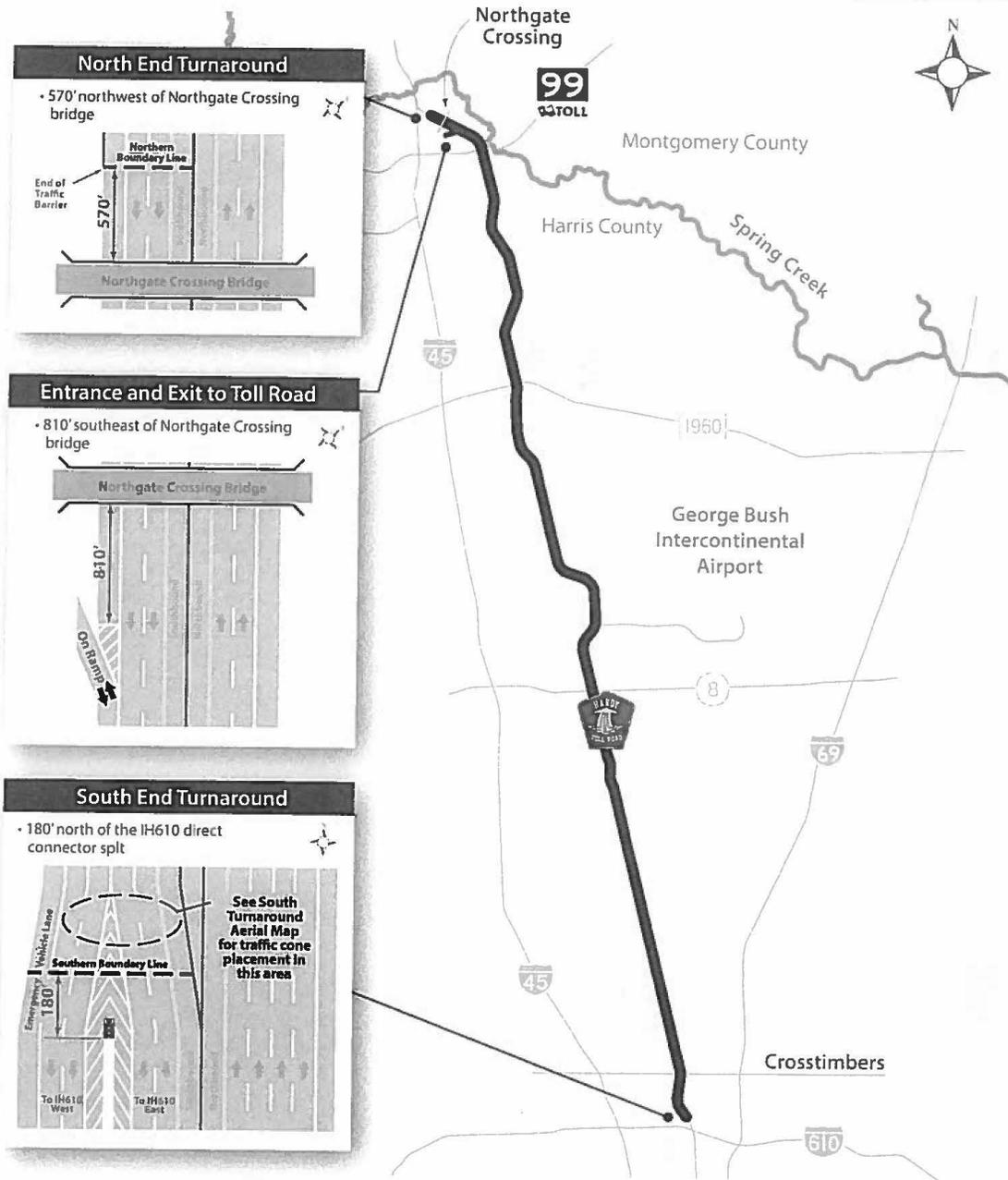
Date: JUL 10 2018

WORLD TRIATHLON CORPORATION

By: 
Name: Scott Langen
Title: Regional Director
Date: 6/27/18

Hardy Toll Road

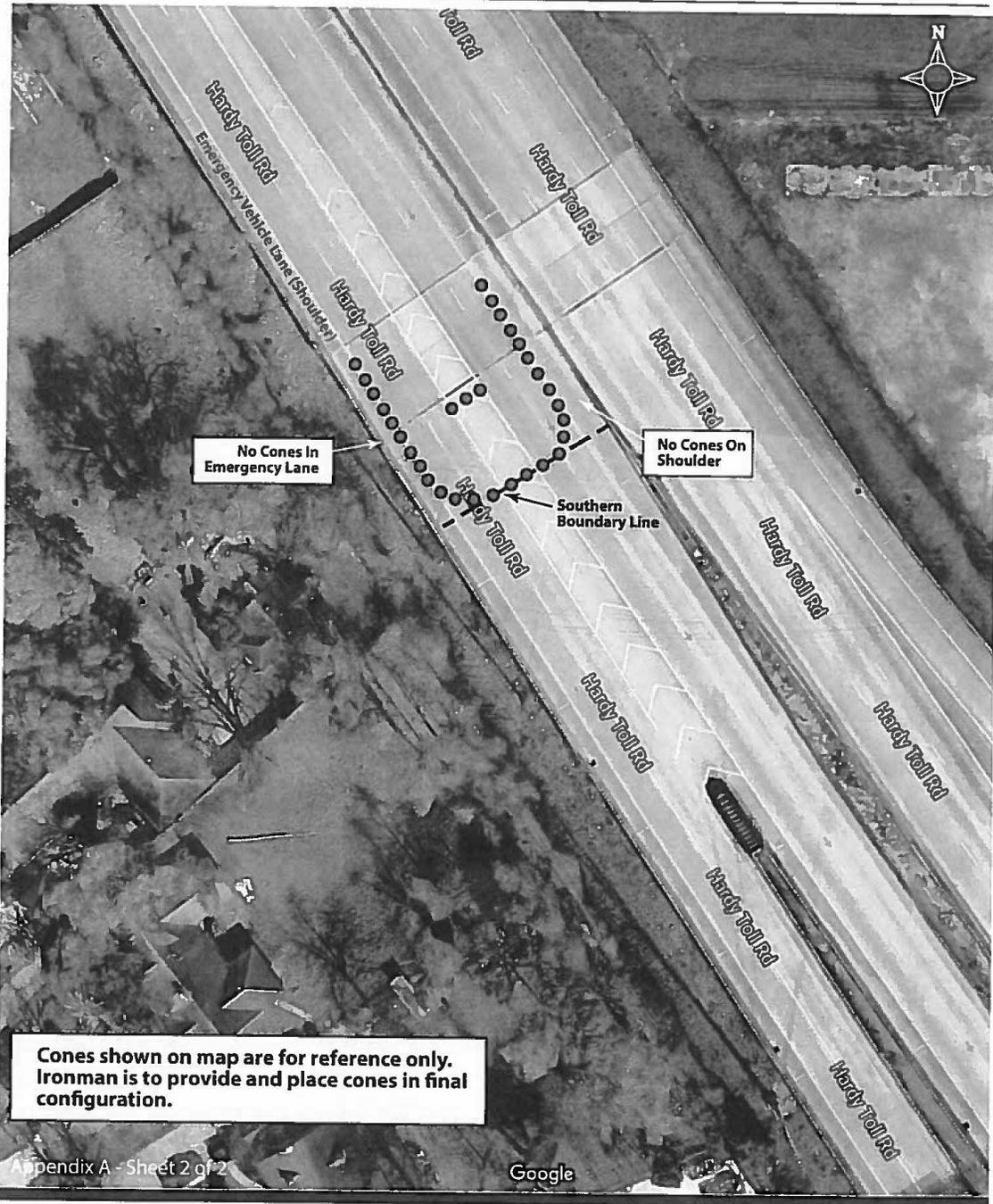
Ironman Event - Toll Road Limits



Hardy Toll Road

Ironman Event - South Turnaround - Aerial Map

HARRIS COUNTY TOLL ROAD AUTHORITY



Cones shown on map are for reference only. Ironman is to provide and place cones in final configuration.

**APPENDIX B
MINIMUM INSURANCE REQUIREMENTS**

During the term of this Agreement, World Triathlon Corporation at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. **Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*
- Each Occurrence: \$1,000,000
 - Personal and Advertising Injury: \$1,000,000
 - Products/Completed Operations: \$1,000,000
 - General Aggregate (per project): \$2,000,000
- B. **Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*
- Combined Single Limit-Each Accident: \$1,000,000
- C. **Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)
- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-.

APPENDIX C

TEXAS GOVERNMENT CODE ANN. § 2270.002 VERIFICATION

WORLD TRIATHLON CORPORATION

I, Scott Langen, the undersigned representative of World Triathlon Corporation (hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, verify that the Company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Harris County, Texas.

Pursuant to Section 2270.001, Texas Government Code, the following definitions from Texas Government Code § 808.001 apply:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exists to make a profit.

6/27/18
Date

Scott Langen
Signature of Company Representative

ORDER OF COMMISSIONERS COURT
Authorizing Agreement with World Triathlon Corporation

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on JUL 10 2018, with all members present except None.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING AGREEMENT WITH
WORLD TRIATHLON CORPORATION TO CLOSE THE HARDY
TOLL ROAD SOUTHBOUND LANES FROM I 45 TO LOOP 610 ON
APRIL 27, 2019 AND ON APRIL 25, 2020 FOR THE BICYCLING PORTION
OF THE NORTH AMERICAN CHAMPIONSHIP IRONMAN TRIATHLON**

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Norman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Jack Morman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an agreement with World Triathlon Corporation to close the Hardy Toll Road southbound lanes from I 45 to Loop 610 on April 27, 2019 and on April 25, 2020 for the bicycling portion of the North American Championship Ironman Triathlon. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Presented to Commissioners' Court

JUL 10 2018
APPROVE C/m
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