

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: Regular Consent: March 17, 2020

CONTACT PERSON/PHONE: Philip Etiwe, (915) 212-1553,
EtiwePF@elpasotexas.gov,
Klarissa Mijares, (915) 212-1544,
MijaresKX@elpasotexas.gov

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: 4

SUBJECT:

A resolution that the closure of rights-of-way within the City of El Paso for the Sun City CRIT El Paso from 6:00 p.m. Friday, March 27, 2020, to 5:00 a.m. on Sunday, March 29, 2020, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV20-00016)

BACKGROUND / DISCUSSION:

EVENT NAME: Sun City CRIT El Paso
PERMIT CASE NUMBER: CSEV20-00016
EVENT DATE/HOURS: Saturday, March 28, 2020, at 7:00 a.m. to 11:00 p.m.
TRAFFIC CONTROL: Friday, March 27, 2020, at 6:00 p.m. to 5:00 a.m. on Sunday, March 29, 2020
STATE ROW IN USE: Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.
APPLICANT: Destination El Paso

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV20-00016) event application was submitted to the City of El Paso Special Events Office. The application includes a request for permission from the State of Texas, acting through the Texas Department of Transportation (TxDOT), to use portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. for a period in excess of four hours. For use of State right-of-way, TxDOT requires the Agreement for the Temporary Closure of State Right-of-Way (Form TEA 30A) to be completed by the City of El Paso; the attached resolution would provide the City Manager authority to enter into this agreement between the City of El Paso and TxDOT.

ATTACHMENTS:

Contract
Resolution
TEA 30A Agreement
Event Traffic Control Plan
Event Application

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

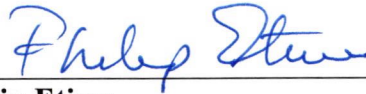
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Philip Etiwe
Director, Planning & Inspections Department

RESOLUTION

WHEREAS, Sun City Crit El Paso (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the Sun City Crit El Paso from 6:00 p.m. Friday, March 27, 2020, to 5:00 a.m. on Sunday, March 29, 2020, (hereinafter referred to as the “Event”); and

WHEREAS, The Event will utilize both City and State rights-of-way; and

WHEREAS, The City of El Paso (hereinafter referred to as the “City”) has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the Sun City Crit El Paso from 6:00 p.m. Friday, March 27, 2020, to 5:00 a.m. on Sunday, March 29, 2020, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

APPROVED this _____ day of _____, 2020.

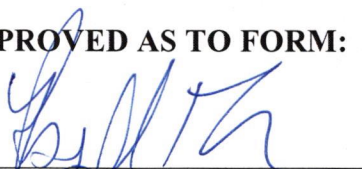
CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe
Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St., for the purpose of allowing the Sun City Crit El Paso, from 6:00 p.m. on Friday, March 27, 2020, to 5:00 a.m. on Sunday, March 29, 2020, as described in the attached “**Exhibit A**”, hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 17th day of March, 2020, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event.

Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE AND INDEMNIFICATION PROVISIONS.

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

C. INDEMNITY AS A CONDITION OF THIS AGREEMENT, CONTRACTOR 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 ARTIST EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. ARTIST 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 ARTIST 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. ARTIST SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY ARTIST PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY ARTIST, 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 ARTIST'S PROPERTY FROM ANY CAUSE.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Tomas Gonzalez City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

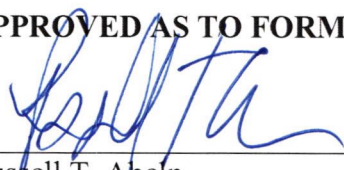
THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

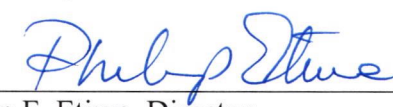
Date _____

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
Tomas Trevino, P.E.,
El Paso District Engineer

Date _____



EXHIBIT "A"
City of El Paso
Special Event Permit
Special Event

Permit No: **CSEV20-00016**
Event Name: **SUN CITY CRIT EL PASO**
Issued: **2/28/2020**
Expires: **3/30/2020**

Applicant

DESTINATION EL PASO

MAURO MONSISVAIS
1 CIVIC CENTER PLAZA
EL PASO, TX 79901

Description: DOWNTOWN CLOSURES: Main/Stanton, South to the intersection of Stanton/San Antonio St. West to the intersection of San Antonio St. Oregon, North to the intersection of Oregon/Main. **EPPD:** After speaking with Officer Martinez, it was determined that 12 Uniformed Texas Peace Officers will be needed to work this event. See below breakdown. 8 Officers assigned to intersections around perimeter 2 Officers assigned to beer garden area, 2 Officers assigned to rove within the perimeter and provide relief to Officers working the event. **EPFD:** APPROVED W/ CONDITIONS: 1) Can NOT block FDC and Standpipes to surrounding businesses of event with food trucks, tents, booths, etc. 2) The roads require a 13'ft wide open space for emergency vehicles access all around the event. 3) Must have 12'ft space(break) when placing tents back to back once 700 sqft is reached. (7 10x10 tents touching). **SUN METRO:** No objections, will detour 8 bus routes. **PARKS:** Consumption or possession of alcoholic beverages on park grounds is prohibited. - Unicode 13.24.130. Smoking within park grounds is prohibited - Unicode 9.50.070. Glass beverage containers Prohibited on park grounds - Unicode 13.24.190. Permittee shall prevent alcoholic beverages from entering park grounds. On duty SJP Sun City Security guard shall be entitled to summon Police in the event of violation(s). On duty SJP Sun City Security guard shall protect the health, safety, and welfare of park visitors. **DMD:** Clean-up of the event footprint is required to return the event footprint to its usefulness as per city requirements. Any additional cleanup required by DMD Sanitation crews to return the event footprint to its usefulness as per city requirements will be documented and invoiced to the event organizer at the rate of \$200.00/hour. Power washing services will be invoiced at the rate of \$75.00 per location if needed. **STREETCAR:** Does not encroach onto Streetcar right-of-way. Ensure Traffic Control devices are at least 10 feet away from centerline of streetcar tracks and any other streetcar infrastructure.

Event Type: Bike Race

Park Use: Yes

Amplification: Yes

Participants/Attendees: 2,500

Event Staff/Volunteers: 50

Vehicles: 0

Animals: No

Other:

EVENT

Start Date: 03/28/2020

Start Time: 07:00

End Date: 03/28/2020

End Time: 23:00

TRAFFIC CONTROL

Start Date: 03/27/2020

Start Time: 18:00

End Date: 03/29/2020

Start Date: 05:00

**** NOTICE ****

Permittee shall comply with all applicable City, State and Federal rules and/or regulations in conjunction with the event, including, but not limited to, park, noise and alcohol. Permittee acknowledges all information presented and contained herein is factually accurate. Permittee understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

THE CONTACT PERSON FOR THE EVENT SHALL CARRY THE PERMIT DURING THE EVENT.

Given under my hand and The City of El Paso Seal on this date:

Issued By

ISSUED TO DMD

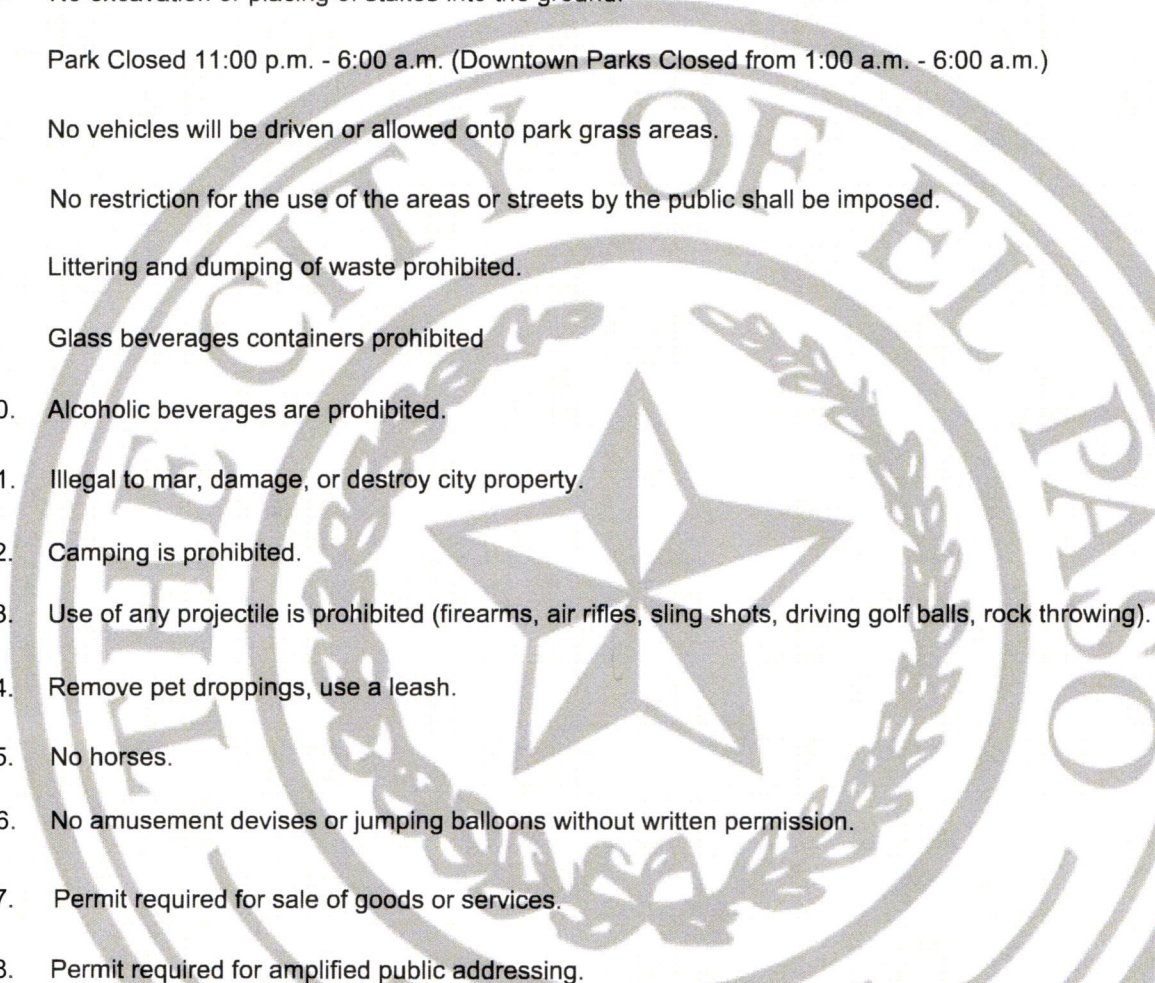
Applicants Signature

Temporary Events and Special Event

All temporary events and special events requests shall comply with the following as conditions of the permit:

1. Permittee(s) shall comply with all provisions of Section 15.08.120 L (Special Events - Temporary Street Closures) or Section 13.36 (Temporary Events) - of the El Paso City Code.
2. Permittee(s) shall ensure all traffic control mechanisms, signs, and devices are installed as shown in the approved Traffic Control Plan, incorporated herein and attached hereto as Exhibit "D" for the duration of the street closure. Failure to install or maintain traffic control mechanisms, signs and devices may result in a fine as per Section 12.30.160 (Traffic Control Devices - Violation) of the El Paso City Code.
3. Permittee(s) for special privilege requests shall maintain liability insurance in the following minimum amounts for the duration of the event
 - a. \$1,000,000 per occurrence for injury, death or property damage per occurrence
 - b. \$1,000,000 general aggregate limit
 - c. Said insurance policy shall be issued by an insurance company authorized to do business in the state of Texas and shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees, and the Permittee, its agents, servants or employees.
 - d. Said insurance policy shall name the Permittee(s) and the City as insured to the full amount of the policy limits.
4. A for-use increased fire occupancy permit will be required for the event. Fire Marshall Guards may be required for the event. Permittee(s) will be responsible for any applicable fees related to Fire Occupancy and Fire Marshall Guard requirements prior to the issuance of this permit.
5. Fire apparatus access roads shall have an unobstructed (including off-street parking) width of no less than 20 feet. Fire hydrants, fire department inlet connections, and fire department control valves shall not be obstructed in any manner to prevent such equipment from being immediately discernible.
6. The Permittee(s) shall coordinate with the Police Department to ensure that there is adequate emergency accessibility to and within the area as well as adequate safety provisions for the event. The Permittee(s) is/are responsible for coordinating any request for off-duty Police Department personnel or other Law Enforcement Agency personnel prior to the issuance of this permit.
7. Emergency access will be required for El Paso Water Utilities (EPWU) personnel and vehicle access for emergency repair. EPWU meters and manholes, water and sanitary sewer facilities must remain clear and unobstructed for EPWU personnel. Drainage systems in the area must remain unimpeded. No perforations may be done to the sidewalks and pavement within public rights-of-way.
8. Permittee shall coordinate with Environmental Services to address garbage removal after the event at (915) 621-6700 prior to the issuance of this permit.
9. The Permittee(s) shall be responsible for cleaning and removing of all litter and debris left on the roadways, sidewalks, and other public rights-of-way immediately upon the conclusion of the event. If the Permittee(s) fails to clean and remove all litter and debris within four hours of the end of the event, the city may perform such cleaning and the Permittee(s) shall be responsible for the costs of the city cleaning. Payment of any city cleaning costs shall be due and payable within 10 days of receipt of the bill from Financial Services.
10. Department of Public Health permits are required for food and beverages sold during the event. Applications must be received by the Department of Public Health at least 72 hours prior to the event. Applications received less than 72 hours prior to the event will be subject to express permit fees. Food and beverage booths will be inspected at least one hour prior to the start of the event. The Department of Public Health will not inspect booths that are not ready for service. Failure to be ready for inspection may result in a re-inspection fees by the Department of Public Health. Permittee(s) are responsible for ensuring all food and beverage vendors are ready for inspection. Coordinate with the Department of Public Health at (915) 541-4434.
11. Coordinate with the Texas Alcoholic Beverage Commission (TABC) for the sale and service of alcoholic beverages during the event at (915) 834-5860. The TABC license shall submit the request for a temporary alcoholic beverage permit at least ten days prior to the event. Applications not received by the TABC ten days prior to the event are subject to denial of the TABC temporary alcohol license. Licensee and permittee(s) are responsible for ensuring that all sales of alcoholic beverages comply with State Alcoholic Beverage rules and regulations. Failure to follow alcoholic beverage sales rules and regulations may result in penalties by the TABC including but not limited to revocation of an TABC license.
12. Permittee must comply with the Americans with Disabilities Act ("ADA"). Permittee must file any Assurance required under the City Ordinance 9779, prohibiting discrimination against disabled persons.
13. Permittee shall comply with all provisions of Section 9.40 (Noise) and 13.28 (Sound Amplifying Devices).

Park Information and Rules

1. Electricity is not provided, unless event is held in a Reserve.
 2. Water is not provided.
 3. Portable restrooms are not provided; permanent restrooms are available at Reserves.
 4. No excavation or placing of stakes into the ground.
 5. Park Closed 11:00 p.m. - 6:00 a.m. (Downtown Parks Closed from 1:00 a.m. - 6:00 a.m.)
 6. No vehicles will be driven or allowed onto park grass areas.
 7. No restriction for the use of the areas or streets by the public shall be imposed.
 8. Littering and dumping of waste prohibited.
 9. Glass beverages containers prohibited
 10. Alcoholic beverages are prohibited.
 11. Illegal to mar, damage, or destroy city property.
 12. Camping is prohibited.
 13. Use of any projectile is prohibited (firearms, air rifles, sling shots, driving golf balls, rock throwing).
 14. Remove pet droppings, use a leash.
 15. No horses.
 16. No amusement devises or jumping balloons without written permission.
 17. Permit required for sale of goods or services.
 18. Permit required for amplified public addressing.
- 
- The seal of the City of El Paso, Texas, is a large, faint watermark in the background. It is a circular emblem with a five-pointed star in the center. The words "CITY OF EL PASO" are written in a circular path around the star, and "TEXAS" is written at the bottom. The seal is surrounded by a decorative wreath.



City of El Paso
Streets and Maintenance
Traffic Control Permit



Site Address: MESA & STANTON, EL PASO, TX 79912

Permit No: **EPTC20-00732**

Issued: **02/20/2020**

Expires: **03/29/2020**

Applicant	Phone Number	Barricade Company
MAURO MONSISVAIS 1 CIVIC CENTER PLAZA EL PASO, TX 79901	Applicant: 915-383-8694 Barricade: 915-921-0300	TRAFFIC CONTROL SPECIALIST 3120 TRAWOOD DR SUITE F EL PASO, TEXAS 79936

WORK AUTHORIZED: DMD / CSEV19-00014 / SUN CITY CRIT PROFESSIONAL CYCLING TOUR EVENT / DESTINATION EL PASO; MULTIPLE STREET CLOSURES DOWNTOWN; MESA AND OVERLAND BW OREGON & STANTON, STANTON AND OREGON BW MESA & OVERLAND; TRAFFIC DETOURS TO FRANKLIN, KANSAS AND PAISANO.

TYPE OF TRAFFIC CONTROL SET UP: MULTIPLE STREET CLOSURES

Start Date: 03/27/2020

Expiration Date: 03/29/2020

Length of Term: Short

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Ana Wells

EPTC20-00732

TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

ONE DAY PERMIT UNLESS NOTED

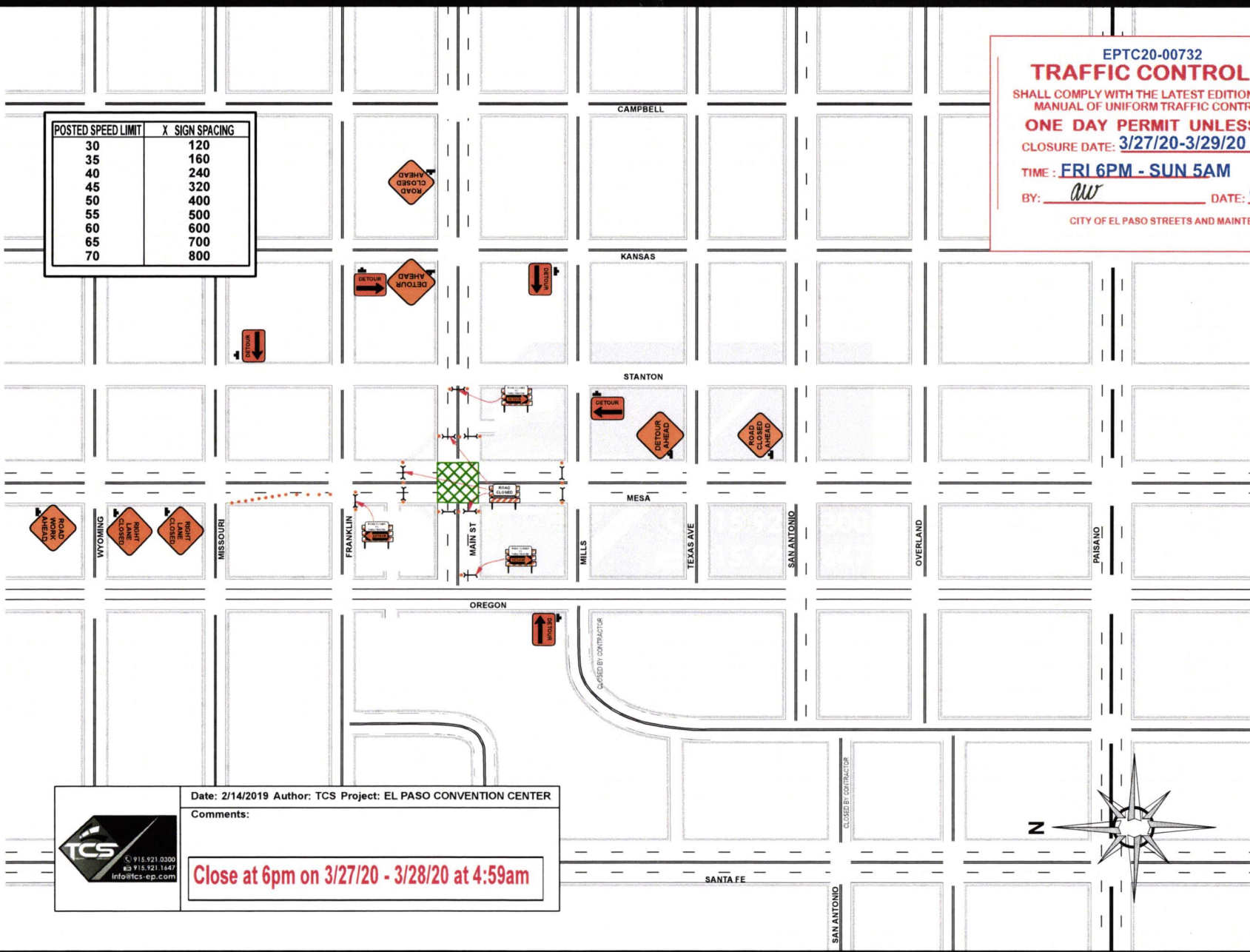
CLOSURE DATE: 3/27/20-3/29/20


TIME: FRI 6PM - SUN 5AM

BY: aw DATE: 02/20/2020

CITY OF EL PASO STREETS AND MAINTENANCE

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800



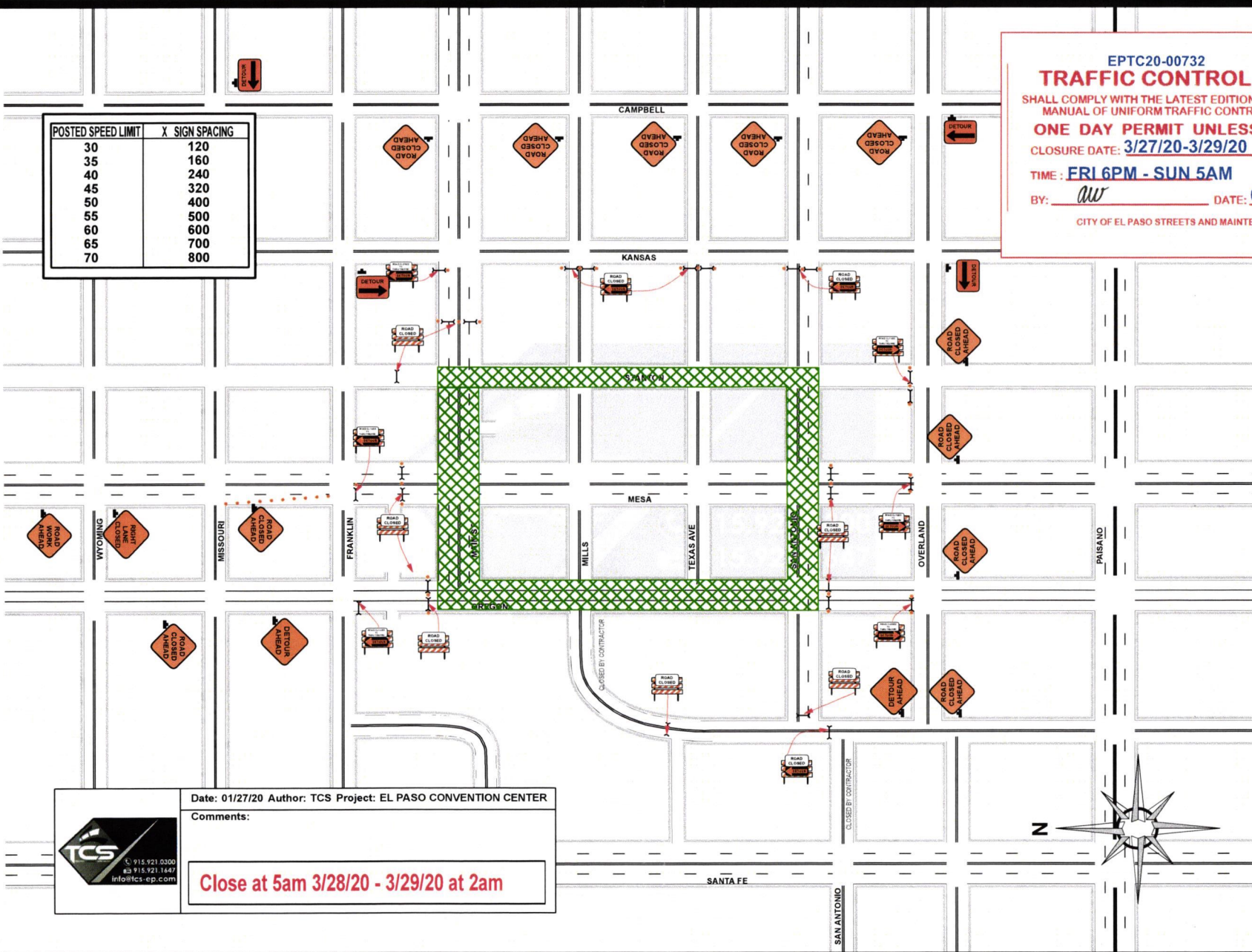



Date: 2/14/2019 Author: TCS Project: EL PASO CONVENTION CENTER
 Comments:
Close at 6pm on 3/27/20 - 3/28/20 at 4:59am

TCS
 915.921.0300
 915.921.1647
 info@tcs-ep.com

EPTC20-00732
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: 3/27/20-3/29/20
 TIME: FRI 6PM - SUN 5AM
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55	500
60	600
65	700
70	800





C 915.921.0300
 F 915.921.1447
 info@tcs-ep.com

Date: 01/27/20 Author: TCS Project: EL PASO CONVENTION CENTER

Comments:

Close at 5am 3/28/20 - 3/29/20 at 2am



Sun City Crit El Paso

Event Name : Sun City Crit El Paso

Event Type : Professional cycling tour event

Event Purpose : Professional cycling tour event

No Of Days : 3

Event Start Date : March 27, 2020

Event End Date : March 29, 2020

Event Time :

	Start Time	End Time
Day 1 - March 27, 2020	11:59 PM	11:59 PM (Next day)
Day 2 - March 28, 2020	12:00 AM	11:59 PM (Next day)
Day 3 - March 29, 2020	12:00 AM	12:01 AM

	Date	From	To
Setup	March 27, 2020	6:00 PM	11:58 PM
TearDown	March 29, 2020	12:02 AM	5:00 AM

Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - March 27, 2020	50	0	50
Day 2 - March 28, 2020	1000	1500	2500
Day 3 - March 29, 2020	50	0	50

Contact Person(s)

Name : Mauro Monsisvais

Address : 1 Civic Center Plaza El Paso , Texas , 79901 , USA

Email : mmonsisvais@destinationelpaso.com

Mobile : 915-383-8694

Office Phone : 915-534-0644

Park Use

Downtown Parks : San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : Yes

Will you have any amusement devices? : No

Number of amusement devices? : 0

Type(s) of amusement devices? :

Other(Obstacle Course , bungee etc) :

Fire & Public Safety

Security

Hiring Security Guards : Yes

Number of Security Guards : 14

Security Company :

Company Name : Elite Crowd Management

Contact Person : Roger Licon

Address : El Paso, Texas, USA

Mobile : 915-867-5928

Office Phone :

Email : roger.licon@lgbs.com

Police

Hiring Police Officers : Yes

Number of Police Officers : 8

Police Official Company :

Company Name : El Paso Police Department

Contact Person : Lalo Martinez

Address : El Paso, Texas, USA

Mobile : 915-203-2502

Office Phone :

Email : 1578@elpasotexas.gov

Will you be erecting temporary fences or barriers? Yes

Will you be erecting temporary structures such as tents or canopies? Yes

Size and quantity of temporary structures :

25 10x10 tents. Top only, no side walls.

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :

Generators

What will need electrical power?

Main Stage, production truck, lights, sound stage, inflatable rides and other items at finish line.

Participating businesses open in the conjunction with the event?

Yes

Traffic Control Information

Company Name : Traffic Control Specialists

Company Contact Number : 9159210300

Street Clousre :

Beginning at the intersection of Main/Stanton, south to the intersection of Stanton/San Antonio

St., West to the intersection of San Antonio St./Oregon, North to the intersection of Oregon/Main.

Alley is Affected : Yes

Parking Meters

Will you need exclusive use of parking meters within the proposed footprint before or after street closure?

Yes

Will you need exclusive use of parking meters outside of the proposed location before or after street closure?

No

Start Date : March 29, 2019

End Date : March 31, 2019

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
4	4	2	0

Purpose of Amplification : Announcements

Location description of amplification devices : Small stage for awards ceremony at the intersection of Main/Mesa plus an ancillary stage for music.

Alcohol Use

Will alcoholic beverages be sold, served or consumed at your event? Yes
Will alcoholic beverages be sold, served or consumed on a city right of way? Yes
Will alcoholic beverages be sold, served or consumed in the park? No
Trade name of establishment / organization obtaining the TABC permit in conjunction with the event : El Paso Convention and Performing Arts Center
Permit / License Holder name : El Paso Convention and Performing Arts
Will non-profit entity buy/sell alcohol for your event? No

Food & Merchandise Sales

Number of food location : 4
Number of beverage location : 4
Event feature merchandise vendors : Yes

Event Clean Up

Cleanup plan : We will have a crew on site for clean up and will hire the COEP Sanitation to sweep the street after the event
Name of the Organization responsible for cleanup : El Paso Live/City of El Paso
Contact Number : 9152414573
Contact Number : Amanda Fernandez
Email : afernandez@destinationelpaso.com

Internet Access

Is Wireless Internet access needed? No
Is A Secure Wireless Internet Connection needed ? No

Uploaded files

Site plan : submitted

Certificate of insurance documents : submitted
Signed notice of proposed closure form : submitted
Public Safety Plan : submitted
Traffic control plan : submitted
TxDot insurance form : submitted
Parking Meters : submitted
TABC Certificate : submitted
Food vendor's name & Contact : submitted
Merchandise name and contact : submitted

Applicant Name : Mauro Monsisvais
Applicant E-Signature : MM
Sign Date : 2020-02-04

Pending Vendor List

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70	800



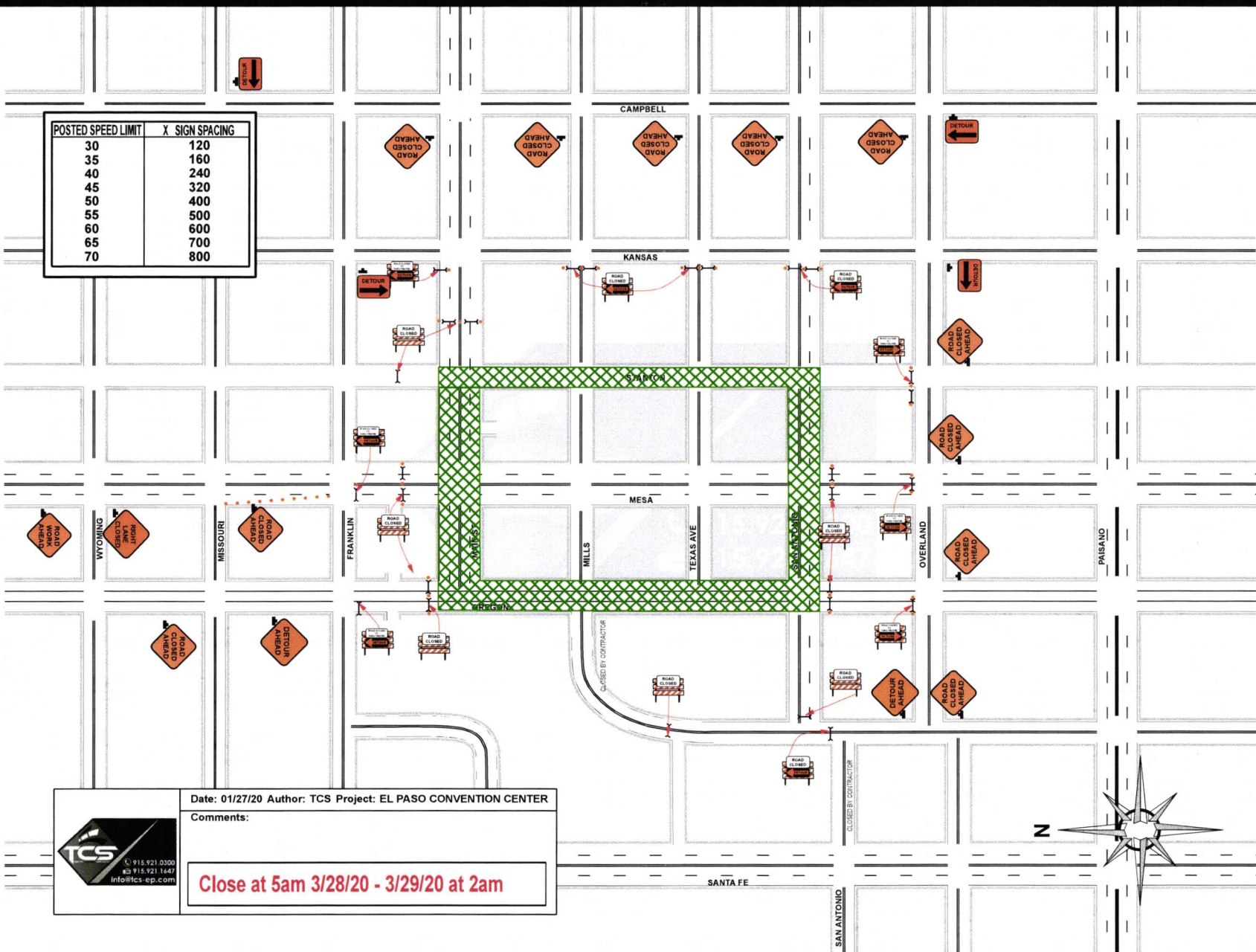
Date: 2/14/2019 Author: TCS Project: EL PASO CONVENTION CENTER

Comments:

Close at 6pm on 3/27/20 - 3/28/20 at 4:59am



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TEXAS ALCOHOLIC BEVERAGE COMMISSION
P.O. BOX 13127 Seq: 0063
AUSTIN, TX 78711-3127



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

450209510000580101

EL PASO CONVENTION AND PERFORMING ART
1 CIVIC CENTER PLAZA
EL PASO TX 79901

Dear Licensee/Permittee

Please detach and display your license/permit in a conspicuous place at all times on the licensed premise.

Sincerely,

A handwritten signature in cursive script, reading "A. Bentley Nettles".

A. Bentley Nettles

658052

TEXAS ALCOHOLIC BEVERAGE COMMISSION

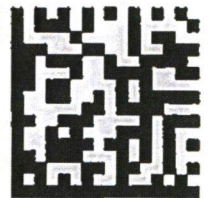
MB 620765

EXPIRES 02/23/2021

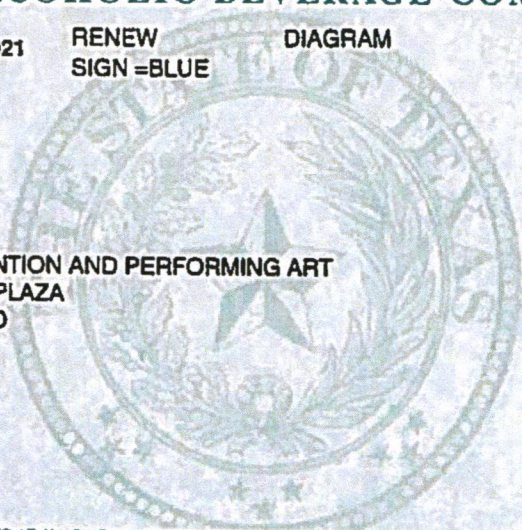
RENEW
SIGN =BLUE

DIAGRAM

MIXED BEVERAGE PERMIT
BEVERAGE CARTAGE PERMIT
CATERER'S PERMIT
MIXED BEVERAGE LATE HOURS PERMIT



EL PASO CONVENTION AND PERFORMING ART
1 CIVIC CENTER PLAZA
EL PASO EL PASO



SMG F&B TEXAS INC.

A handwritten signature in cursive script, reading "A. Bentley Nettles".
EXECUTIVE DIRECTOR

THIS PERMIT IS NOT TRANSFERABLE. MUST BE PUBLICLY DISPLAYED AT ALL TIMES AND USED ONLY IN THE PLACE OF BUSINESS INDICATED HEREON. THE ACCEPTANCE HEREOF CONSTITUTES AN EXPRESSION OF THE LICENSEE'S AGREEMENT TO THE TERMS AND CONDITIONS OF THE PERMIT.

EMA-101	ESA-204	MI-203	NM-100	NS-102	T-202
EMA-103	ESA-206	MI-204	NM-102	NS-104	T-204
EMA-105	ESA-208	MI-205	NM-104	NS-106	T-207
EMA-107	ESA-211	MI-206	NM-106	NS-108	T-209
EMA-109	ESA-213	MI-207	NM-200	NS-110	T-210
EMA-111	ESA-215	MI-208	NM-202	NS-112	T-211
EMA-113	ESA-216	MI-209	NM-204	NS-113	T-213
EMA-200	ESA-217	MI-211	NM-206	NS-114	T-215
EMA-202	ESA-311	MI-212	NM-208	NS-115	
EMA-210	ESA-312	MI-214	NM-210	NS-116	
EMA-212	ESA-313			NS-118	
EMA-214	ESA-314			NS-120	
EMA-216	ESA-315			NS-122	
EMA-218	ESA-316			NS-200	
	ESA-317			NS-202	
	ESA-318			NS-203	
				NS-204	
				NS-205	
				NS-206	
				NS-208	
				NS-210	
				NS-212	
				NS-213	
				NS-214	
				NS-215	
				NS-217	
				NS-219	
				NS-301	
				NS-303	
				NS-305	
				NS-307	
				NS-309	
				NS-311	
				NS-315	

Event Information

Will be holding an event on March 28, 2020
Date

from 12:00 am To 12:00 am
Time Time

I am / (We are) asking for you consent to temporarily

block off S. Oregon to San Antonio / San Antonio to S. Stanton / S. Stanton to Mills / Mills to S. Oregon
Street Closure

for USA Crits - Race # 1 - Sun City Crit

Company Name:

Representative Name:

Telephone #:

Company Address:

Zip Code:

Company's Telephone Number(s):

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]



Notice of Proposed Closure

Event Information

I(We) Destination El Paso Will be holding an event on March 28, 2020
Organization/ Individual Date
 from 12:00 am To 12:00 am I am / (We are) asking for you consent to temporarily
Time Time
 block off S. Oregon to San Antonio / San Antonio to S. Stanton / S. Stanton to Mills / Mills to S. Oregon
Street Closure
 for USA Crits - Race # 1 - Sun City Crit
Event

Alcohol Sales Information

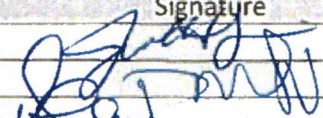
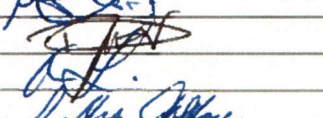
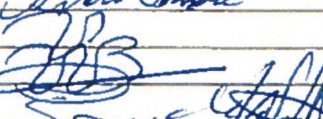
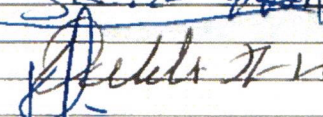
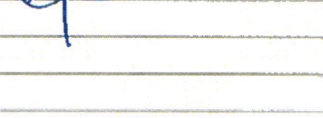
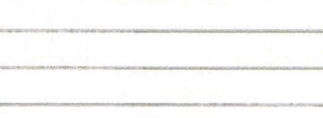
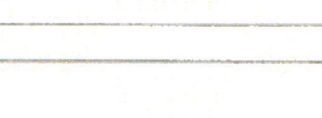



Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: _____ Zip Code: _____

Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
Julian Hlguin	217 N. Stanton	✓		
Priscilla Morris	1155 STEUBEN	✓		
Guillermo Chavez	301 E San Antonio Ave	✓	✓	
Rosa Sanchez	101 N. Mesa st			
Amber Lee	213 San Antonio	✓		
Julia Carter	201 San Antonio	✓		
Clara Valenzuela	104 N. Oregon	✓		
Sandra C	106 Texas st	✓		
William Hearn	112 TEXAS.	✓		
Debbie Rol	222 #1 TEXAS	✓		
Rafael Mz	204 N. Oregon	✓		



Notice of Proposed Closure

Event Information

I(We) Destination El Paso Will be holding an event on March 28, 2020
Organization/Individual Date
 from 12:00 am To 12:00 am I am / (We are) asking for you consent to temporarily
Time Time
 block off S. Oregon to San Antonio / San Antonio to S. Stanton / S. Stanton to Mills / Mills to S. Oregon
Street Closure
 for USA Criterium - Race #1 - Sun City Crit
Event

Alcohol Sales Information

Company Name: _____
 Representative Name: _____ Telephone #: _____
 Company Address: _____ Zip Code: _____
 Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
RANIRO GOMEZ	204 Mills	✓		
Erika V. Lopez	212 E. Mills	✓		
Leidi Podes	303 Texas Ave		✓	
Pamela Araceta	222 TEXAS ST	✓		
Haider Lee	209 N. Stanton St.	✓		
Julian Holguin	217 N. Stanton	✓		
MANUEL BARRON	212 E. Mills	✓		
MANUEL BARRON	212 E. Mills	✓		
MANUEL BARRON	209 E. Mills St	✓		
Oril Montelvo	201 N Mesa	✓		
JARIME RODRIGUEZ	115 N MESA	✓		
VERONICA MATO	222 TEXAS AVE 213	✓		
Claudia	211-213 TEXAS AVE	✓		
ANDREA	306 N MESA	✓		
PAOLA	205 Mills Ave	✓		

• Cortez bldg
 • Coffeebox lot
 • City lot
 • Conv ctr.

Event Information

I(We) Destination El Paso Will be holding an event on March 28, 2020
Organization / Individual Date
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Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: _____ Zip Code: _____

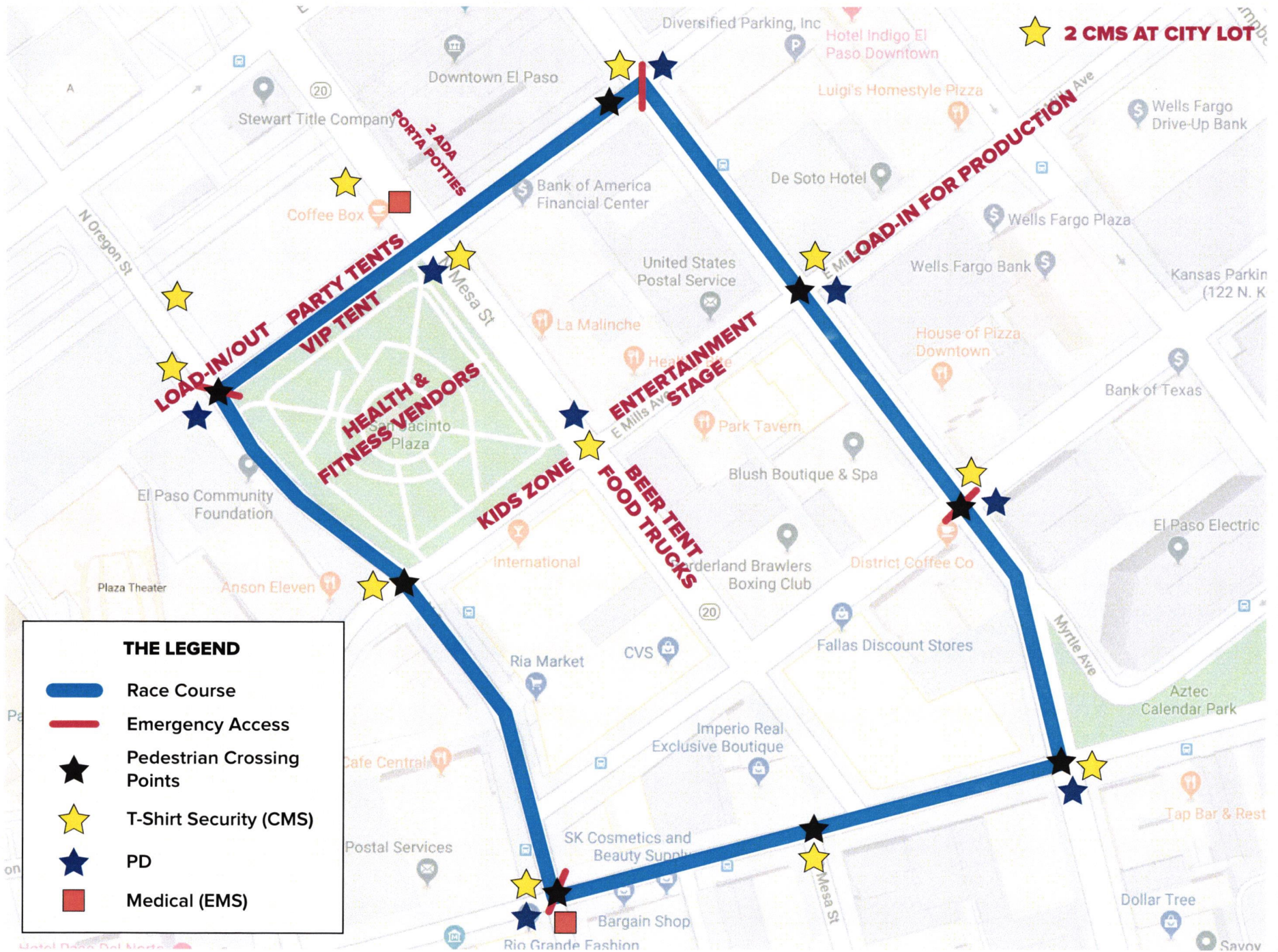
Company's Telephone Number(s): _____

[illegible]

Pending Vendor List

52 40 20 18 14

10



STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT is entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "the City", and Destination El Paso, hereinafter referred to as "Contractor."

WHEREAS, the Contractor has hired staff to produce the Sun City Crit El Paso, hereinafter referred to as "Event" in the best possible manner; and

WHEREAS, a number of community businesses, organizations and individuals have agreed to support the Event due to its importance and significance to the community; and

WHEREAS, the City Council finds that participation by the City in the Event will provide direct benefits to the public in the form of public safety services; and

WHEREAS, the City Council finds that participation in the Event by the City will serve an important public purpose by providing a cultural and recreational opportunity to the City and serving as a rallying point for community spirit and support, and as such, the City is willing to provide the services set forth in this Contract.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1 TERM. This Contract shall be valid through Saturday, March 28, 2020.

2 CONSIDERATION.

2.1 The Contractor agrees to provide the following services:

2.1.1 Manage and operate the Event from 7:00 a.m. , to 11:00 p.m. on Saturday, March 28, 2020, upon the route approved by the City through the Event Permit No. CSEV20-00016, or as modified in writing by the parties.

2.1.2 Comply with all terms of the Permit No.CSEV20-00016, and shall provide all information required by the Local Government contained in TEA 30A finalized agreement between the City of El Paso and the State of Texas Department of Transportation, which will be in substantial conformity with Exhibit "A" and incorporated by reference as if set forth in full.

2.1.3 Perform all street, sidewalk, and other right-of-way cleaning as required by Section 13.38.080 of the City Code and/or as required by the terms of this Contract.

- 2.2** In addition to the use of City rights-of-way, this Event requires the temporary closure of State-owned and operated highway, thereby imposing additional obligations on the City pursuant to 43 Texas Administrative Code, Section 22.12.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND ASSUME RESPONSIBILITY FOR THE REQUIREMENTS IMPOSED ON THE CITY UNDER THIS STATUTE IN CONSIDERATION OF THE CITY'S SUBMISSION ON BEHALF OF THE CONTRACTOR, FOR APPROVAL OF THE CLOSURE AND USE OF STATE HIGHWAY RIGHT-OF-WAY.

Accordingly, Contractor shall:

- 2.2.1** Assume all costs for the operations associated with the Event, including, but not limited to, plan development, materials, labor, public notification, providing barriers, barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.
- 2.2.2** Submit to the City, for review and approval, the following: construction plans, if construction of modifications to the State's right-of-way is required the traffic control and signing plans; traffic enforcement plans and; all other plans deemed necessary by the State for use of highways owned and operated by the State of Texas. The Contractor shall comply with all requirements of the State relating to a traffic control plan, which may include that a traffic control plan be signed, sealed, and dated by a registered professional engineer. Pursuant to State requirements, the traffic control plan shall be in accordance with the latest addition of the Texas Manual for Uniformed Traffic Control Services (TMUTCD). All temporary traffic control devices used on state highway right-of-way must be included in the State's Compliant Work Zone Traffic Control Devices List. Should the State require changes to the traffic control plan or if it is found to be inadequate, Contractor will provide the City with the necessary information to bring the traffic control into compliance with the originally submitted plan, upon notice from the State noting the required changes, prior to the Event.
- 2.2.3** Ensure the appropriate Law Enforcement agency has reviewed the traffic control plan for the closures and that the agency has deemed them to be adequate. If the Law Enforcement Agency fails to approve the traffic control plan, Contractor shall notify the City so that the appropriate Law Enforcement Agency can contact the State for Consultation no less than ten (10) working days prior to the Event.
- 2.2.4** Complete all revisions to the traffic control plan as requested by the State with the required timeframe. Contractor hereby agrees that any failure to comply with the traffic control plan may constitute reckless endangerment of the public and the Texas Department of Public Safety (DPS) may be notified of situation and may take any appropriate action including cancelling of the

event, and failing to follow the traffic control plan or State instructions may result in denial of future use of right-of-way for three years.

- 2.2.5** Comply with traffic control plan with regards to any closure, but in no event will Contractor initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed from the highway reopened to traffic within 24 hours after the completion of the Event.
- 2.2.6** Prepare a traffic enforcement plan, which must be finally approved by the State. The plan must ensure that adequate enforcement personnel are utilized to prevent vehicles from stopping and parking along the main lanes of the state highway right-of-way and otherwise prevent vehicles from stopping and parking along the main lane of traffic by both vehicles and pedestrians. The plan must be reviewed by the Law Enforcement Agency that will be providing traffic control for the Event, and Contractor must obtain from the Law Enforcement Agency a letter certifying they agree with the traffic enforcement plan and will be able to meet the requirements. Such plan and letter of certification must be submitted to the City with sufficient time for review and submission to the State, but no later than 96 hours before the Event. The State requires submission and written approval of the plan no later than 48 hours before the Event.
- 2.2.7** Assure the State, through the City, that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the traffic control plan.
- 2.2.8** Avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of way-, including but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.
- 2.2.9** Provide all additional information and documentation required by the State of Texas Department of Transportation under the agreement attached as Exhibit "A".
- 2.2.10** This Contract may be terminated and the Event cancelled by the City if Contractor fails to comply with any of the requirements set forth in Section 2.2, *et seq.* of this Contract.
- 2.2.11** Contractor shall obtain the permit for the Event as set forth in Section 13.30.020 of the City Code, at Contractor's cost.

2.2.12 Contractor shall pay the amount invoiced by the City within thirty (30) days of receipt of such invoice.

3 **LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties. The City's waiver of any or all fees for necessary police traffic-control assistance, to the extent such assistance is provided, shall not be construed as the City's co-sponsorship of the Event nor as support of or opposition to any issue.

3.1 City shall not be liable for any and all demands, claims, damages, causes of action, costs or losses for personal injury, property damage, or death caused by or arising out of the negligence of Contractor while Contractor is promoting, conducting, or operating the Event, or which are caused by or arise from the failure of Contractor to abide by appropriate laws, rules and regulations.

4 **EQUIPMENT.** All equipment used by the Contractor or which is permitted to be used in the Event by the Contractor shall be maintained in satisfactory working condition. The Contractor shall not intentionally or knowingly use any equipment in any manner that may cause injury to the property of the City or third parties or any persons.

5 **SAFETY.** Contractor shall comply with all applicable laws, ordinances, and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances, and regulations. Contractor shall exercise every precaution for the safety of public and private property and persons.

6 **INSURANCE AND INDEMNIFICATION PROVISIONS.** The Contractor acknowledges that its request to use the public right of way is solely for its benefit and not a use that benefits the City taxpayers as a whole. As a result, the Contractor agrees to provide the following as a condition of its use of the public right of way:

6.1 **LIABILITY INSURANCE.** Contractor will maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and No/100 dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold harmless the City.

6.1.1 Because the granting of this Contract is solely for the benefit of the Contractor and recognizing that the City taxpayers should not incur any costs associated with the Contractor's enjoyment of this Contract, except as

provided herein, the Contractor is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the City, its agents, employees, or independent contractors, alleged or asserted by any individual, in connection with the performance of this agreement.

6.1.2 The Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the Contractor, its officers, agents, servants, or employees.

6.1.3 This Contract shall not be executed by the City until the Contractor files a copy of the policy or certificate of liability insurance as herein set forth with the Department of Transportation. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City, or without ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the contract shall be grounds for cancellation of the Parade Permit and City Sponsorship. Certificates of Insurance that state the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

6.2 **INDEMNITY.** **AS A CONDITION OF THE GRANTING OF THIS CONTRACT, THE CONTRACTOR AND ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) 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 ARISING OUT OF OR RELATED TO THIS AGREEMENT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONTRACTOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONTRACTOR WILL 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 THE CONTRACTOR 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. THE CONTRACTOR WILL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY THE CONTRACTOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY THE CONTRACTOR, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONTRACTOR'S PROPERTY FROM ANY CAUSE.

- 7 **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers, and third parties will not discriminate on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Contract in violation of the law.
- 8 **ACCESSIBILITY STANDARDS FOR DISABLED PERSONS.** The Contractor agrees that in the performance of this Contract, it will comply with the Americans with Disabilities Act ("ADA"). The Contractor must file any Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.
- 9 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Contract.
- 10 **TERMINATION.**
- 10.1 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.
- 10.2 Termination by Any Party. It is further understood and agreed by the parties that any party to this Contract may terminate this Contract, in whole or in part, upon written notice if any of the other parties fails to perform any of its material obligations hereunder and fails to completely cure the breach.
- 10.3 Time of Performance Termination – Force Majeure. No party to this Contract will be liable for failure to comply with any term of this Contract when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Contract unable to perform its obligations, which is not

within its reasonable control. The party affected by such event will immediately notify the other parties in writing.

- 10.4** Termination Shall Not Be Construed as Release. Termination by any party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party(s). Further, the terminated party(s) shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Contract.
- 10.5** Upon termination of this Contract, except as otherwise provided herein, all duties and obligations of the parties to this Contract shall cease.
- 11** **AMENDMENTS AND WAIVER.** The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the City and the Contractor. No claim or right arising out of a breach of this Contractor can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 12** **COMPLETE AGREEMENT.** This Contract constitutes the entire agreement between the parties relating to the terms and conditions of the Contract. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Contract confers no rights on any person(s) or business entity(s) that is not a party hereto. This Contract shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Contract.
- 13** **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(s) and/or any ordinance of the City.
- 14** **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 the Contract.
- 15** **NOTICES.** All notices and communications under this Contract shall be either hand-delivered or mailed, certified, postage prepaid in the United States Postal Services, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City Manager
City of El Paso
PO BOX 1890
El Paso, Texas 79950-1890

WITH COPY TO:

Planning & Inspections Department- Special Events Office
City of El Paso
811 Texas Ave.
El Paso, TX 79901

CONTRACTOR:

Destination El Paso
Attn: Mauro Monsisvais
1 Civic Center Plaza
El Paso, Texas 79901


- 16 **ASSIGNABILITY.** This Contract, its rights, duties and responsibilities may not be assigned by any of the parties without the prior written consent of the City Council. Any assignment made without the City's consent shall be void.
- 17 **WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The people signing this Contract on behalf of the parties warrants that he/she has the authority to do so and to bind the party for which he/she has authority to sign this Contract and all the terms and conditions contained herein.
- 18 Each person signing below represents that he or she has read this Contract in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.
- 19 **EFFECTIVE DATE.** This Contract is effective as of _____, 2020.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe
Director
Planning & Inspections Department

ACCEPTANCE

The attached instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2020.

CONTRACTOR:

Mauro Monsisvais

Title: _____

(Exhibits on the following pages)