

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

**DEPARTMENT:** Planning & Inspections Department

**AGENDA DATE:** Regular Consent: April 17, 2018

**CONTACT PERSON/PHONE:** Victor Morrison-Vega, (915) 212-1550,  
[Morrison-vegaVX@elpasotexas.gov](mailto:Morrison-vegaVX@elpasotexas.gov)  
Marilú Alemán, (915) 212-1506,  
[AlemanMG@elpasotexas.gov](mailto:AlemanMG@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

That the closure of rights-of-way within the City of El Paso for the Mariachi Loco Music Festival from 12:00 p.m. on Friday, May 4, 2018, to 12:00 p.m. on Saturday, May 5, 2018, 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 North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. 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. (CSEV18-00035)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** Mariachi Loco Music Festival  
**PERMIT CASE NUMBER:** CSEV18-00035  
**EVENT DATE/HOURS:** Friday, May 4, 2018, from 5:00 p.m. to  
Saturday, May 5, 2018, at 2:00 a.m.  
**TRAFFIC CONTROL:** Friday, May 4, 2018, at 12:00 p.m. to  
Saturday, May 5, 2018, at 12:00 p.m.  
**STATE ROW IN USE:** North Mesa Street (SH 20) between Franklin Ave. to Texas Ave.  
**APPLICANT:** Holguin Productions, LLC.

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV18-00035) 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 North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. 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:**

Resolution  
TEA 30A Agreement  
Contract  
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:**

  
\_\_\_\_\_  
Victor Morrison-Vega  
Planning & Inspections Department

## RESOLUTION

**WHEREAS,** Holguin Productions, LLC. (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 Mariachi Loco Music Festival from 12:00 p.m. on Friday, May 4, 2018, to 12:00 p.m. on Saturday, May 5, 2018 (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 North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. 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 Mariachi Loco Music Festival from 12:00 p.m. on Friday, May 4, 2018, to 12:00 p.m. on Saturday, May 5, 2018, 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 North Mesa Street (SH 20) between Franklin Ave. to Texas Ave. 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 \_\_\_\_\_, 2018.

(Signatures on the following page)



**THE CITY OF EL PASO**

\_\_\_\_\_  
Dee Margo, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla Nieman  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Victor Morrison-Vega  
Planning & Inspections Department

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 Holguin Productions, LLC. a Texas corporation, hereinafter referred to as "Contractor."

**WHEREAS**, the Contractor has hired staff to produce the Mariachi Loco Music Festival, 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 Sunday, May 6, 2018.

**2      CONSIDERATION.**

**2.1    The Contractor agrees to provide the following services:**

**2.1.1** Manage and operate the Event from 12:00 p.m. on Friday, May 4, 2018, to 12:00 p.m. on Saturday, May 5, 2018, upon the route approved by the City through the Event Permit No. CSEV18-00035, or as modified in writing by the parties.

**2.1.2** Comply with all terms of the Permit No. CSEV18-00035, 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** **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.** The Contractor shall obtain and provide a general liability insurance policy with a minimum One Million Dollars (\$1,000,000.00) limit, per occurrence, for personal injury, death and property damage, with a minimum One Million Dollars (\$1,000,000.00) general aggregate limit. 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:** Holguin Productions, LLC.  
1411 Luz De Camino Way  
El Paso, TX. 79912  
Attn: Ruben Holguin

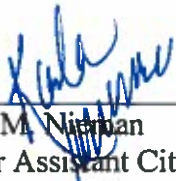
- 17 **ASSIGNABILITY.** This Contract, its rights, duties and responsibilities may not be assigned by any of the parties without the prior written consent of the City Council. Any assignment made without the City’s consent shall be void.
- 18 **WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The people signing 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.
- 19 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.
- 20 **EFFECTIVE DATE.** This Contract is effective as of \_\_\_\_\_, 2018.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Nieman  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Victor Morrison-Vega  
Planning & Inspections Department

**ACCEPTANCE**

The attached instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2018.

**CONTRACTOR:**

\_\_\_\_\_

Name Printed: Ruben Holguin

Title: \_\_\_\_\_



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.”

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including North Mesa Street (SH 20) between Franklin Ave. to Texas Ave., in El Paso, County; and

**WHEREAS**, the local government has requested the temporary closure of North Mesa Street (SH20), for the purpose of allowing the Mariachi Loco Music Festival , from 12:00 p.m. on Friday, May 4, 2018, to 12:00 p.m. on Saturday, May 5, 2018 , 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 3rd day of April, 2018, 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**

**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.

#### **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:

<p><b>Local Government:</b></p> <p>City of El Paso  Attn: Tomas Gonzalez  City Manager  300 N. Campbell- City 1, 2<sup>nd</sup> Floor  El Paso, Texas 79901</p>	<p><b>State:</b></p> <p>Texas Department of Transportation  Attn: Robert Bielek, P.E.  El Paso District Engineer  13301 Gateway West  El Paso, Texas 79928-5410</p>
---	---

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.

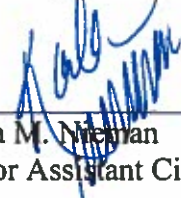
**THE CITY OF EL PASO**

Executed on behalf of the local government by:


\_\_\_\_\_  
Tomás González  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Karla M. Niehman  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Victor Morrison-Vega  
Planning & 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.

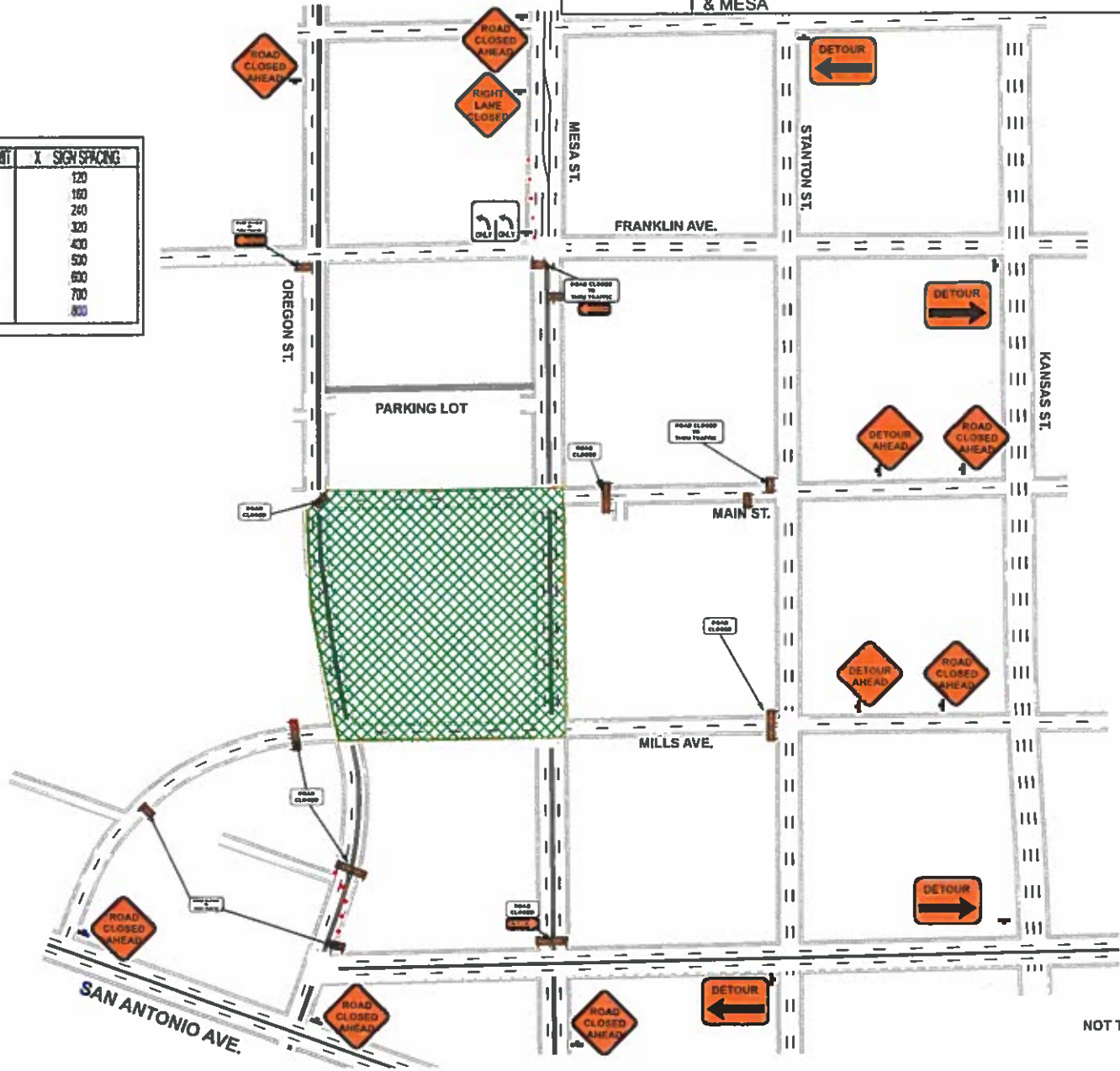
By \_\_\_\_\_  
Robert Bielek, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_

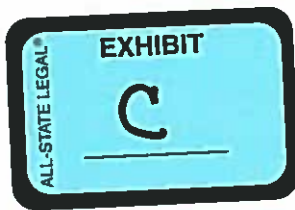


Date: 5/4/18 Author: TCS Project: MARIACHI LOCO MUSIC FEST FRI 4-12 PM  
 Comments:  
 CLOSURE OF MESA BETWEEN FRANKLIN & MILLS  
 CLOSURE OF OREGON BETWEEN MAIN & MILLS  
 CLOSURE OF MILLS & MAIN BETWEEN OREGON & MESA

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	180
40	240
45	320
50	400
55	500
60	600
65	700
70	800



NOT TO SCALE



# Maraichi Loco Music Festival

**Event Name :** Maraichi Loco Music Festival

**Event Type :** Street Festival

**Event Purpose :** Private Event

**No Of Days :** 2

**Event Start Date :** May 3, 2018

**Event End Date :** May 4, 2018

**Event Time :**

	Start Time	End Time
Day 1 - May 3, 2018	6:00 PM	5:00 PM (Next day)
Day 2 - May 4, 2018	5:00 PM	2:00 AM

	Date	From	To
Setup	May 3, 2018	6:00 PM	6:00 AM
TearDown	May 4, 2018	2:00 AM	12:00 PM

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

Date	Participants	Spectators	Total
Day 1 - May 3, 2018	50	0	50
Day 2 - May 4, 2018	200	5000	5200

## Contact Person(s)

**Name :** Ruben Holguin

**Address :** 1411 Luz De Camino Way El Paso , Texas, 79912 , USA

**Email :** ruben@holguinproductions.com

**Mobile :** 915-408-6480

**Office Phone :**

## **Park Use**

**Downtown Parks : San Jacinto Plaza**

**Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : No**

**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 : 12**

**Security Company :**

**Company Name : El Paso's Finest**

**Contact Person : Steve Lopez**

**Address : 1790 N. Lee Trevino El Paso, Texas, 79936 USA**

**Mobile : 915-355-8694**

**Office Phone :**

**Email : steelttime@att.net**

### **Police**

**Hiring Police Officers : Yes**

**Number of Police Officers : 8**

**Police Official Company :**

**Company Name : El Paso police dept**

**Contact Person : Steve Lopez**

**Address : 1790 N Lee Trevino El Paso, Texas, 79936 USA**

**Mobile : 915-203-4098**

**Office Phone :**

**Email : steelttime@att.net**

**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 :**

Twenty 10x10 tents (one) 20x20 tent One 10x40 tent One 10x20 tent

**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 :**

Generator

**What will need electrical power?**

Stage, retail vendors

**Participating businesses open in the conjunction with the event?**

## **Traffic Control Information**

**Company Name :** Traffic Control Specialist

**Company Contact Number :** 2067072772

**Street Clousre :**

Oregon between Sheldon Aly & W. Franklin

Main between Oregon & Mesa

Main between Mesa & Stanton (may 3rd) 6pm closure Cortez parking lot not affected

Mills between Mesa & Stanton

Mills between El Paso St & Mesa

Mesa between Texas & Main

**Alley is Affected :** Yes

## **Parking Meters**

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

No

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

Yes

## Animals

No animal featured in this event

## Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
6	8	2	0

Purpose of Amplification : Concert

Location description of amplification devices : On stage corner of Main and Mesa

## Alcohol Use

Will alcoholic bevarages be sold, served or consumed at your event? Yes

Will alcoholic bevarages be sold, served or consumed on a city right of way? Yes

Will alcoholic bevarages be sold, served or consumed in the park? Yes

Trade name of establishment / organization obtaining the TABC permit in conjunction with the event : St. Paul the Apostle Catholic Church

Permit / License Holder name : Fr. Pablo Mata- Pastor

Will non-profit entity buy/sell alcohol for your event? Yes

## Food & Merchandise Sales

Number of food location : 25

Number of beverage location : 3

**Event feature merchandise vendors : No**

## **Event Clean Up**

**Cleanup plan : staff to provide maintenance during event**

**Name of the Organization responsible for cleanup : DMD**

**Contact Number : 9154782676**

**Contact Number : Frank Hernandez**

**Email : fhernandez@elpasodmd.org**

## **Internet Access**

**Is Wireles Internet access needed? No**

**Is A Secure Wireles 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**

**Proof of tax-exempt status : submitted**

**Food vendor's name & Contact : submitted**

**Merchandise name and contact : submitted**

**Applicant Name :**

**Applicant E-Signature :**

**Sign Date :**

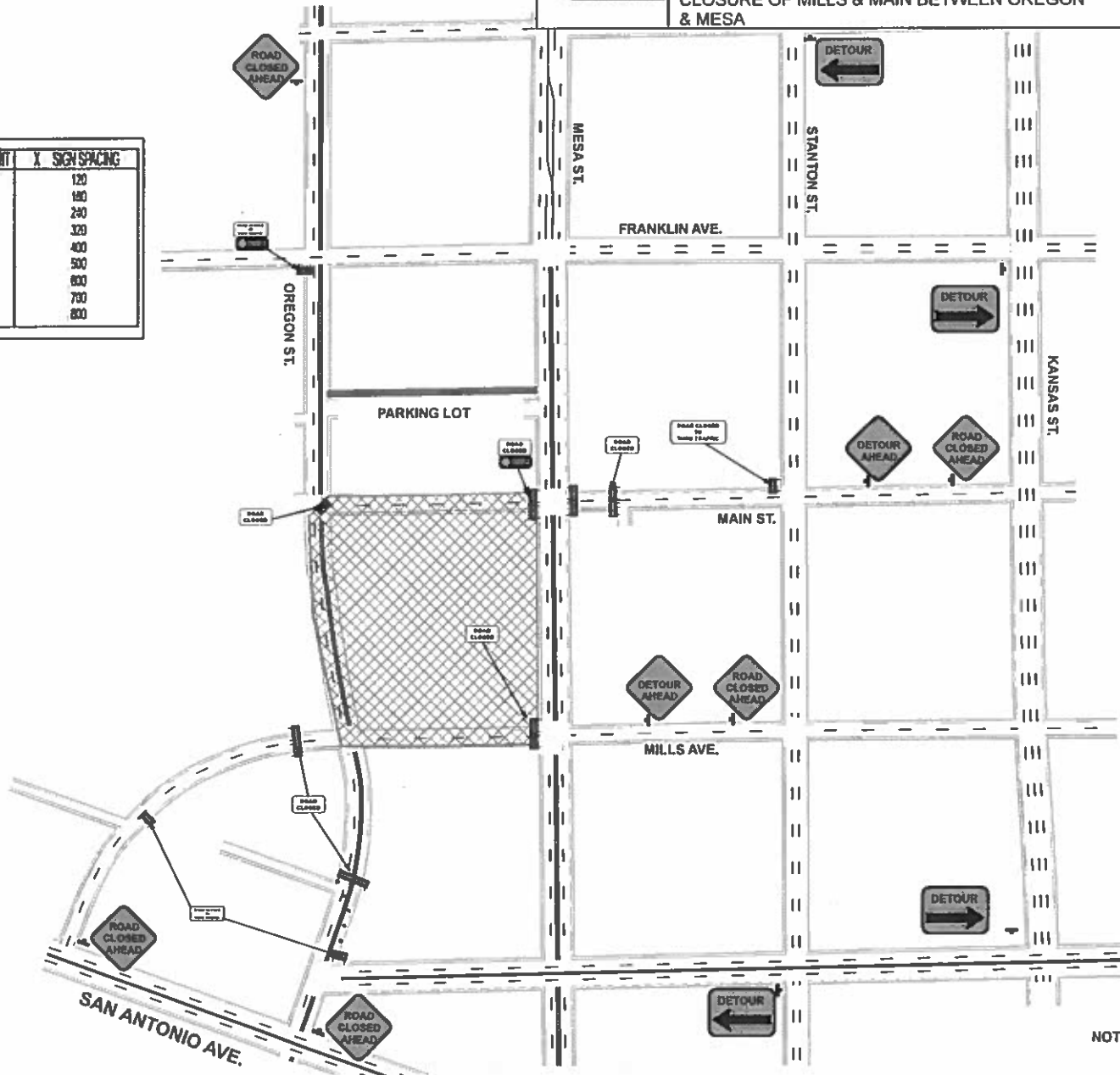


Date: 5/4/18 Author: TCS Project: MARIACHI LOCO MUSIC FEST THRUR 5PM

Comments:

CLOSURE OF MESA BETWEEN FRANKLIN & MILLS  
CLOSURE OF OREGON BETWEEN MAIN & MILLS  
CLOSURE OF MILLS & MAIN BETWEEN OREGON & MESA

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	180
40	240
45	300
50	400
55	500
60	600
65	700
70	800



NOT TO SCALE





# **ITEM 4.1**

## **Mariachi Loco Music Festival**

**Closure of State right-of-way for a period in excess of four hours**

**Strategic Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments**



# CSEV18-00035 Mariachi Loco Music Festival

**City Council Action Needed:** Approval of the Resolution authorizing the City Manager to sign the Agreement for the Temporary Closure of State Right Of Way (Form TEA 30A), required by the Texas Department of Transportation (TxDOT) for closures of State right-of-way for a period in excess of four hours, and the companion agreement between the City of El Paso and Holguin Productions, LLC. to assume responsibilities for and during the Event.

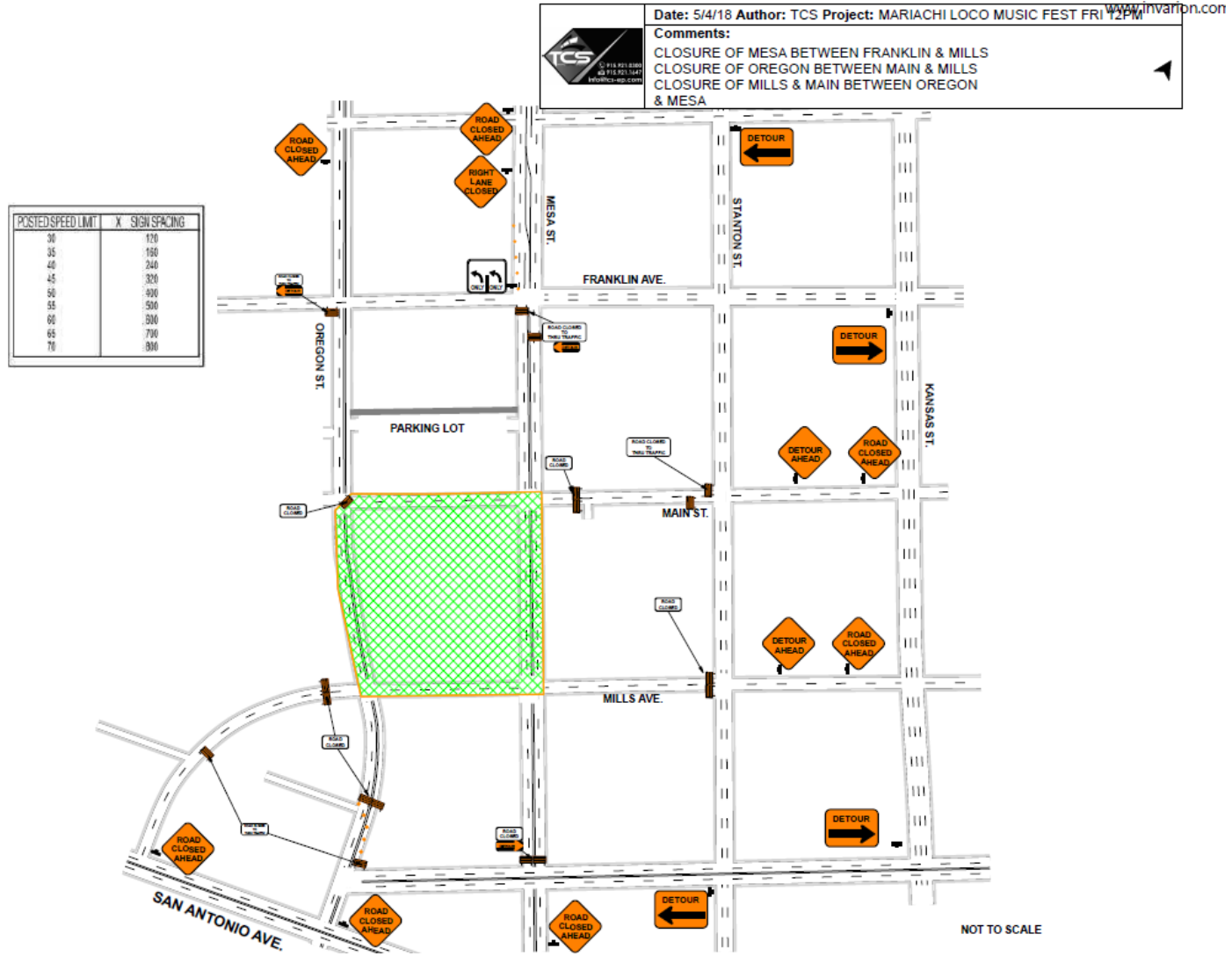
**State Right-of-Way Impacted:** North Mesa Street (SH 20) between Franklin Ave. to Texas Ave.

## Event Information:

- Traffic Control Dates and Times:  
Friday, May 4, 2018, at 12:00 p.m. to  
Saturday, May 5, 2018, at 12:00 p.m.
- Event Dates and Times:  
Friday, May 4, 2018, from 5:00 p.m. to  
Saturday, May 5, 2018, at 2:00 a.m.



# CSEV18-00035 Mariachi Loco Music Festival Street Closures



*"Delivering Outstanding Services"*