

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

**DEPARTMENT:** Planning & Inspections Department

**AGENDA DATE:** Regular Consent: August 7, 2018

**CONTACT PERSON/PHONE:** Alex Hoffman, (915) 212-1566,  
[HoffmanAP@elpasotexas.gov](mailto:HoffmanAP@elpasotexas.gov),  
Marilú Alemán, (915) 212-1506,  
[AlemanMG@elpasotexas.gov](mailto:AlemanMG@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

A resolution that the closure of rights-of-way within the City of El Paso for the Mexican Food Fiesta from 4:00 a.m. on Saturday, August 18, 2018, to 6:00 a.m. on Sunday, August 19, 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. (CSEV18-00106)

**BACKGROUND / DISCUSSION:**

**EVENT NAME:** Mexican Food Fiesta  
**PERMIT CASE NUMBER:** CSEV18-00106  
**EVENT DATE/HOURS:** Saturday, August 18, 2018, from 4:00 p.m. to 11:00 p.m.  
**TRAFFIC CONTROL:** Saturday, August 18, 2018, at 4:00 a.m. to  
Sunday, August 19, 2018 at 6:00 a.m.  
**STATE ROW IN USE:** North Mesa Street (SH 20) between Franklin Ave. to Texas Ave.  
**APPLICANT:** Townsquare Media, LLC.

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV18-00106) 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

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**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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Alex Hoffman  
Deputy Director, 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 Townsquare Media, LLC, a Texas corporation, hereinafter referred to as "Contractor."

**WHEREAS**, the Contractor has hired staff to produce the Mexican Food Fiesta, 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, August 19, 2018.

2     **CONSIDERATION.**

2.1    The Contractor agrees to provide the following services:

2.1.1   Manage and operate the Event from 4:00 a.m. on Saturday, August 18, 2018, to 6:00 a.m. on Sunday, August 19, 2018, upon the route approved by the City through the Event Permit No. CSEV18-00106, or as modified in writing by the parties.

2.1.2   Comply with all terms of the Permit No. CSEV18-00106, 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, DEFEND AND HOLD HARMLESS THE CITY AND ASSUME RESPONSIBILITY FOR THE REQUIREMENTS IMPOSED ON THE CITY UNDER THIS STATUTE AND THE TEA 30A AGREEMENT BETWEEN THE CITY AND THE STATE OF TEXAS 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 **thirty (30) days** 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: Townsquare Media, LLC.  
4180 N. Mesa St.  
El Paso, TX. 79902  
Attn: Veronica Hernandez

- 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:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Alex P. Hoffman  
Planning & Inspections Department

**ACCEPTANCE**

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

**CONTRACTOR:**

\_\_\_\_\_  
Name Printed: Brad Dubow

Title: General Manager

## **RESOLUTION**

**WHEREAS,** Townsquare Media, 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 Mexican Food Fiesta from 4:00 a.m. on Saturday, August 18, 2018, to 6:00 a.m. on Sunday, August 19, 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 Mexican Food Fiesta from 4:00 a.m. on Saturday, August 18, 2018, to 6:00 a.m. on Sunday, August 19, 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. Further that the City Manager be authorized to sign a Contract with the Grantee for the purposes above.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

(Signatures on the following page)

**THE CITY OF EL PASO**

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Alex P. Hoffman  
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 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 Mexican Food Fiesta , from 4:00 a.m. on Saturday, August 18, 2018, to 6:00 a.m. on Sunday, August 19, 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 7th day of August, 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:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Alex P. Hoffman  
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.

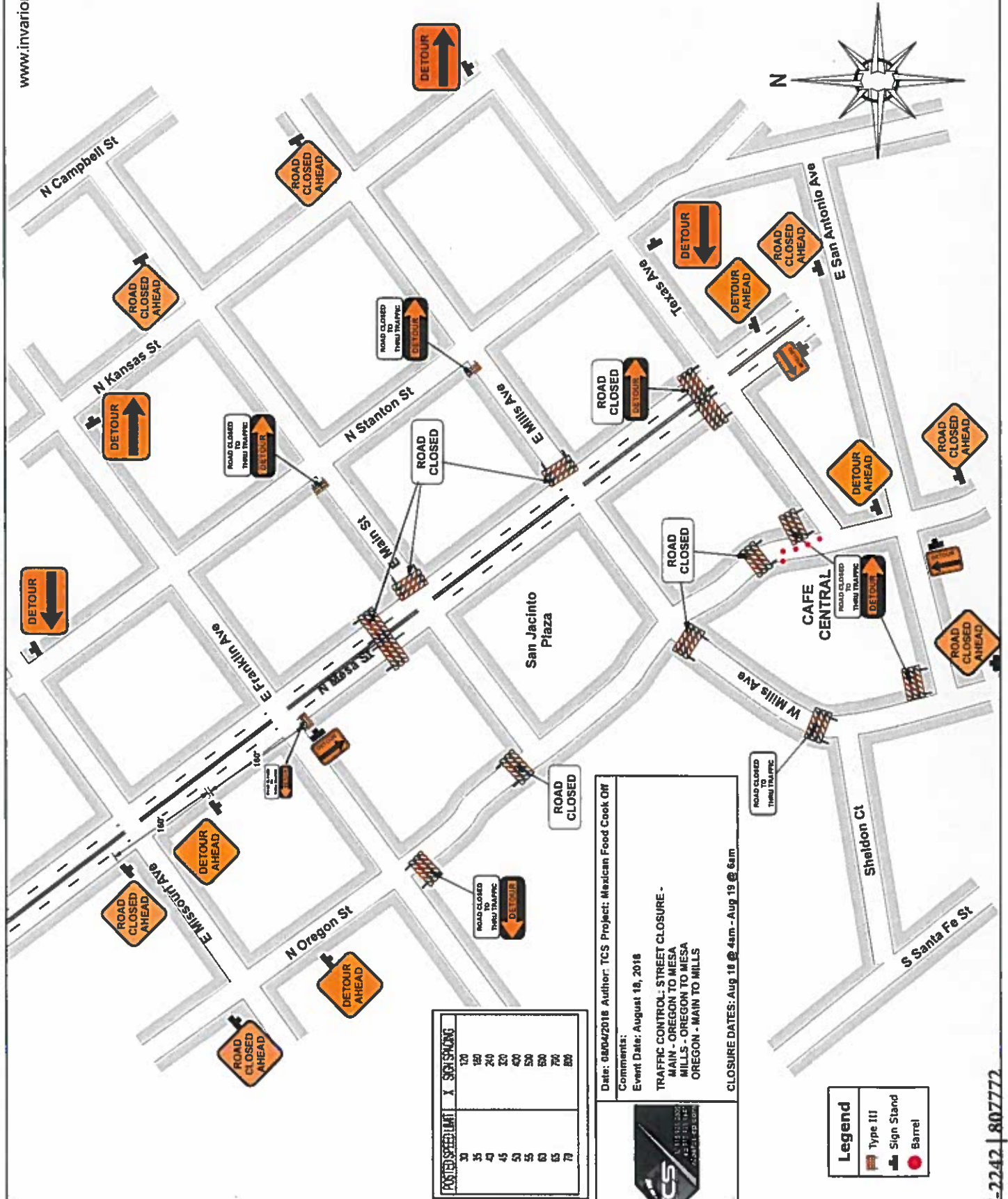
By \_\_\_\_\_  
Robert Bielek, P.E.,  
El Paso District Engineer

Date \_\_\_\_\_




# EXHIBIT "A"

www.invarion.com



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



**Date:** 08/04/2018 **Author:** TCS Project: Mexican Food Cook Off  
**Comments:**  
**Event Date:** August 18, 2018  
**TRAFFIC CONTROL: STREET CLOSURE -**  
 MAIN - OREGON TO MESA  
 MILLS - OREGON TO MESA  
 OREGON - MAIN TO MILLS  
**CLOSURE DATES:** Aug 18 @ 4am - Aug 19 @ 6am

**Legend**

- Type III
- Sign Stand
- Barrel

# EXHIBIT "C"

## Mexican Food Fiesta

**Event Name :** Mexican Food Fiesta

**Event Type :** Street Festival

**Event Purpose :** Community Activity

**No Of Days :** 1

**Event Start Date :** August 18, 2018

**Event End Date :** August 18, 2018

**Event Time :**

	Start Time	End Time
Day 1 - August 18, 2018	4:00 PM	11:00 PM

	Date	From	To
Setup	August 18, 2018	4:00 AM	3:58 PM
TearDown	August 18, 2018	11:01 PM	6:00 AM

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

Date	Participants	Spectators	Total
Day 1 - August 18, 2018	3500	400	3900

## Contact Person(s)

**Name :** Veronica Hernandez

**Address :** 4180 N MESA El Paso , Texas, 79902 , United States

**Email :** veronica.hernandez@townsquaremedia.com

**Mobile :** 9156136960

**Office Phone :**



## **EXHIBIT "C"**

### **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 :** 8

**Security Company :**

**Company Name :** Crowd Management Services

**Contact Person :** Ruben Espinoza

**Address :** 500 W. University El Paso, Texas, 79968 USA

**Mobile :** 915.727.2066

**Office Phone :**

**Email :** espinoza@utep.edu

#### **Police**

**Hiring Police Officers :** Yes

**Number of Police Officers :** 9

**Police Official Company :**

**Company Name :** Isaac Hernandez- Private Contractor

**Contact Person :** Isaac Hernandez

**Address :** 4180 N MESA El Paso, Texas, 79902 United States

**Mobile :** 915-204-3456

**Office Phone :**

**Email :** IsHernandez@epcounty.com

## EXHIBIT "C"

**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 :**

Approximately 12-15 temporary tents.

**Will your event feature or utilize compressed gases? Yes**

**Type of gas that will be used: Cooking**

### **Fireworks**

**Will your event feature or utilize fireworks or pyrotechnics? No**

**Supply of electrical power to the event :**

Generators.

**What will need electrical power?**

Food trucks and vendors.

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

Yes, Anson 11 as well as The International.

## **Traffic Control Information**

**Company Name : Traffic Control Specialists**

**Company Contact Number : 915921003**

**Street Clousre :**

Oregon between Mills and Main. Main between Oregon and Mesa. Mesa between Mills and Main. Main between Oregon and Mesa.

**Alley is Affected : No**

# EXHIBIT "C"

## 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?**

No

## Animals

**Type(s) of Animals :** Shelter animals available for adoption.

**Animal usage during the event :** They would be available for adoption for the event.

**On-site housing provided :** Yes

**Describe Housing :** Animal rescue workers will have their own kennel set up.

## Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
12	4	4	0

**Purpose of Amplification :** Concert

**Location description of amplification devices :** Our main stage will be located on the corner of Main and Mesa.

## **EXHIBIT "C"**

### **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? Yes**

**Trade name of establishment / organization obtaining the TABC permit in conjunction with the event : Bel Air Optimist Club**

**Permit / License Holder name : Bel Air Optimist Club**

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

### **Food & Merchandise Sales**

**Number of food location : 18**

**Number of beverage location : 3**

**Event feature merchandise vendors : No**

### **Event Clean Up**

**Cleanup plan : The DMD will provide clean up.**

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

**Contact Number : 9154002294**

**Contact Number : Frank Hernandez**

**Email : fhernandez@elpasodmd.org**

### **Internet Access**

**Is Wireless Internet access needed? Yes**

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

### **Uploaded files**

**Traffic control plan : submitted**

**TxDot insurance form : submitted**

**TABC Certificate : submitted**

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

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

## EXHIBIT "C"

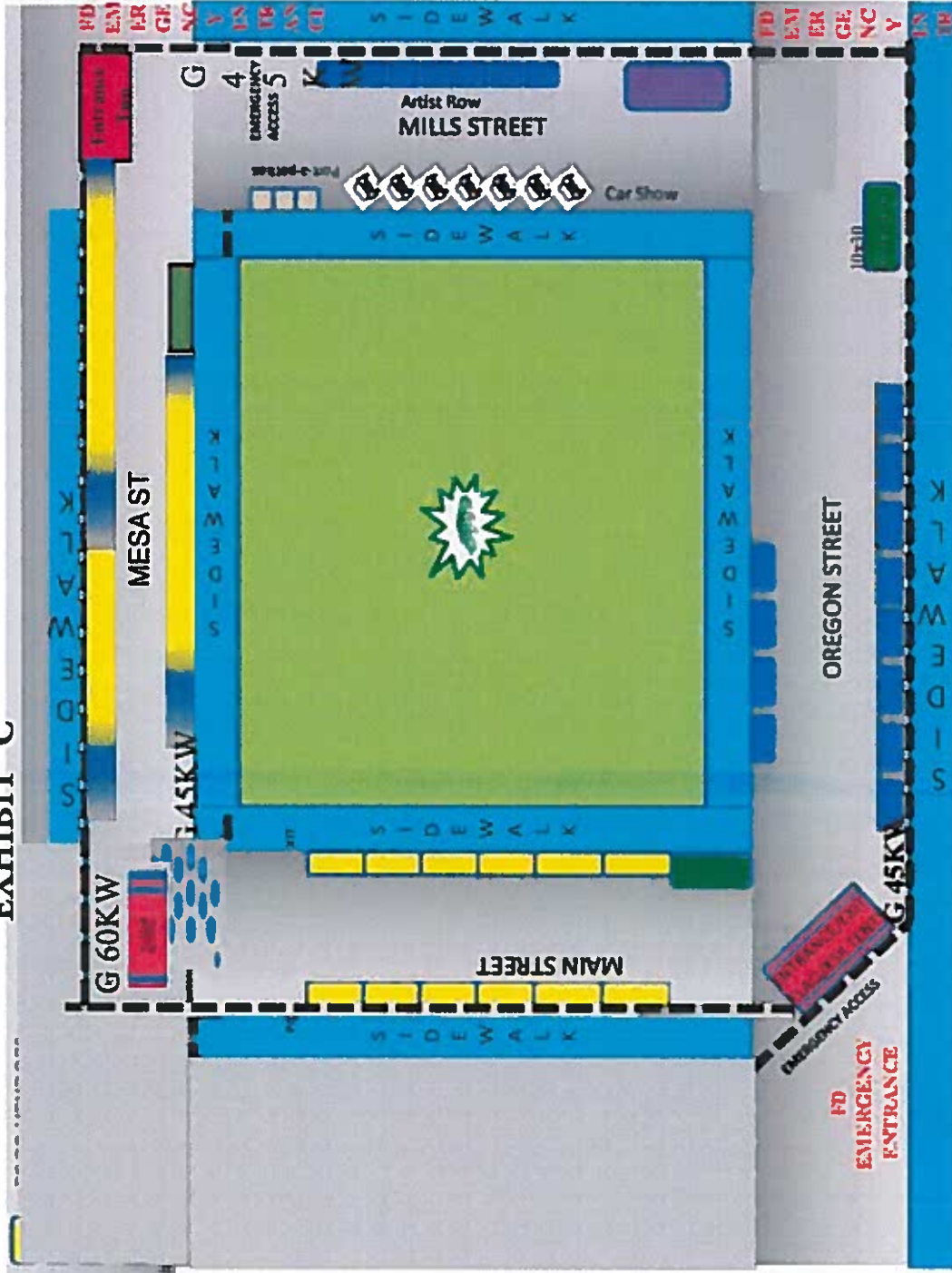
Merchandise name and contact : submitted

Applicant Name : Townsquare Media LLC.

Applicant E-Signature : Veronica Hernandez

Sign Date: 2018-06-22

**FOOD VENDORS**  
**CRAFTERS/RETAILERS/ARTISTS**  
**TOKEN BOOTHS 10x20**  
**BEER/SODA/WATER BOOTHS 10x30**



**MEXICAN FOOD FIESTA**

AUGUST 18th

**CLOSURE:**

4AM AUGUST 18th

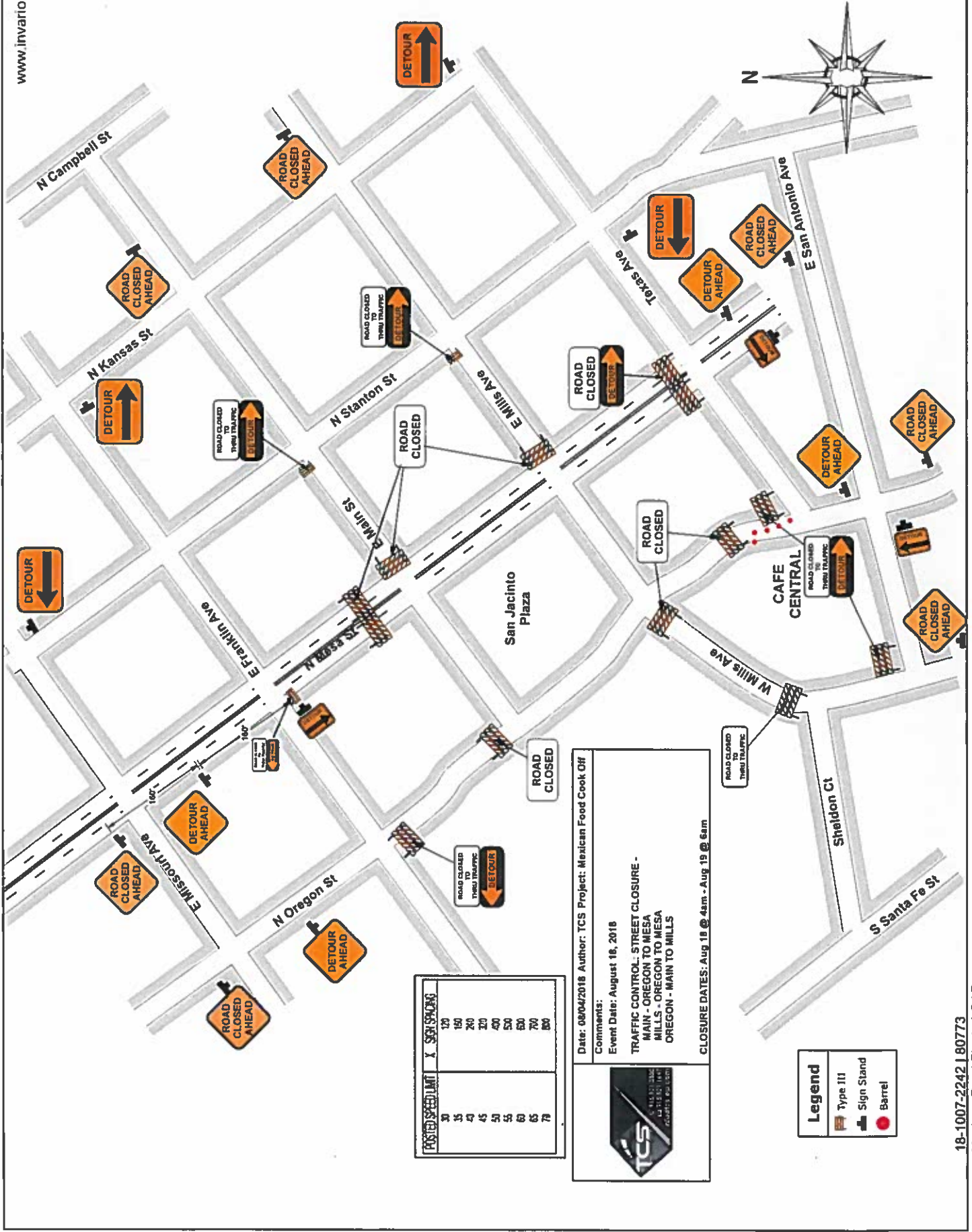
STREETS RELEASED:

6AM AUGUST 19th




# EXHIBIT "C"

www.invarion.com



POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	200
45	240
50	280
55	320
60	360
65	400
70	440
75	480



**Date:** 08/04/2018 **Author:** TCS Project: Mexican Food Cook Off  
**Comments:**  
**Event Date:** August 18, 2018  
**TRAFFIC CONTROL: STREET CLOSURE -**  
 MAIN - OREGON TO MESA  
 MILLS - OREGON TO MESA  
 OREGON - MAIN TO MILLS  
**CLOSURE DATES:** Aug 18 @ 4am - Aug 19 @ 6am

**Legend**

- Type III
- Sign Stand
- Barrel



## EXHIBIT "C"

TOWNMED-01 GGALLARDO

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861  
New York-Alliant Ins Svc Inc  
320 West 57th St  
New York, NY 10019

CONTACT NAME: James Mallon

PHONE

FAX

(A/C, No, Ext):

(A/C, No):

E-MAIL

ADDRESS: jmallon@alliant.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Everest National Insurance Company

10120

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

## INSURED

Townsquare Media, Inc.  
240 Greenwich Avenue  
Greenwich, CT 06830

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor 1MM		SI8ML00871171	12/23/2017	12/23/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ANNUAL AGGREGAT \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is included as additional insured as required by written contract.

2018 Events

## CERTIFICATE HOLDER

## CANCELLATION

City of El Paso  
300 N. Campbell  
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

# EXHIBIT "C"

POLICY NUMBER: SI8ML00871171

COMMERCIAL GENERAL LIABILITY  
ECG 20 592 05 09

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
---

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT, SIGNED PRIOR TO THE COMMENCEMENT OF YOUR OPERATIONS FOR THAT PERSON OR ORGANIZATION, THAT THE CONTRACTING PARTY BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

**B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

**C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:

1. The Limits of Insurance required by the written agreement between the parties; or
2. The Limits of Insurance provided by this Coverage Part.

**D.** With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

# EXHIBIT "C"

COMMERCIAL GENERAL LIABILITY  
ECG 20 600 05 09

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

# EXHIBIT "C"

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

# EXHIBIT "C"

## MEXICAN FOOD COOK-OFF SECURITY PLAN

*STREET CLOSURE BEGINS AT 4:00 AM ON August 18,2018 through 6AM ON August 19,2018*

### Security Plan:

- **4a-10a:** 2 EPPD:  
1 CMS CREW  
EPPD/ CMS CREW to help with keeping fence line secure.
- **10a- 3p:** 3 EPPD  
2 CMS CREW  
EPPD/CMS CREW to help keep fence line secure, and allow entry of vendors into grounds.
- **4p-11p:** 4 EPPD  
5 CMS CREW  
EPPD to help secure overall grounds roaming, one to run monies in and out of revenue room.  
CMS CREW- two at each entrance, checking bags, one roamer.
- **11p-MID:** 2 EPPD  
EPPD to help secure revenue of the evening- escort to revenue final location.
- **11p- STREET OPEN:** 1 CMS CREW  
CMS Crew to overlook grounds until fencing is picked up.



**FILE COPY**

2000 2 24 - 2000 3 1  
 2000 3 2 - 2000 3 9  
 2000 3 10 - 2000 3 17  
 2000 3 18 - 2000 3 25



**Event Information**

I (We) Townsquare Media Will be holding an event on August 16, 2018  
Organization / Individual Date

from 4 pm To 11 pm I am / (We are) asking for you consent to temporarily  
Time Time

block off Mills Ave Mesa St. Oregon St. E. Main St  
Street Closure

for The Mexican Food Fiesta  
Event

Alcohol Sales Information	
Company Name:	Bel Air Optimist Club
Representative Name:	Connie Hernandez
Company Address:	4180 N. Mont
Company's Telephone Number(s):	915-544-9550
Telephone #:	915-269-2918
Zip Code:	79902

[illegible]

# EXHIBIT "C"

**Veronica Hernandez**

---

**From:** Alejandro Borunda <alejandro.borunda@gmail.com>  
**Sent:** Tuesday, June 5, 2018 2:42 PM  
**To:** Frank Hernandez  
**Cc:** Veronica Hernandez; patrick@splendidsunproductions.com  
**Subject:** Re: THE INTERNATIONAL

Hello Veronica and Frank.

I apologize for the late response. We consent to the event street closure with agreement there will no food trucks or anything with generators on the south side of Mills. Thank you and again sorry for no responding promptly.

Best,

Alejandro

On Fri, Jun 1, 2018 at 3:56 PM, Frank Hernandez <[fhernandez@elpasodmd.org](mailto:fhernandez@elpasodmd.org)> wrote:

Alejandro, Patrick.

She has tried multiple times to get in contact with you or one of our team without success.

Their plan does not restrict pedestrian access to your business and no reply by either of you by close of business Wednesday, June 6 will be treated as no objection so she can move forward with the permit process.

Thanks and feel free to contact me if you have any questions.

Frank



## Frank Hernandez MPA

Operations Manager  
El Paso Downtown Management District  
915 400-2294 ext 103  
915 253-4087  
2015 Main St. 107 El Paso Tx 79901



## EXHIBIT "C"

**From:** Veronica Hernandez <[Veronica.Martinez-I Hernandez@townsquaremedia.com](mailto:Veronica.Martinez-I Hernandez@townsquaremedia.com)>  
**Sent:** Thursday, May 31, 2018 5:07 PM

**To:** Frank Hernandez <[fhernandez@elpasodmd.org](mailto:fhernandez@elpasodmd.org)>  
**Cc:** 'alejandro.borunda@gmail.com' <[alejandro.borunda@gmail.com](mailto:alejandro.borunda@gmail.com)>; 'patrick@splendidsunproductions.com' <[patrick@splendidsunproductions.com](mailto:patrick@splendidsunproductions.com)>  
**Subject:** RE: THE INTERNATIONAL

Hi there!

Checking in to see if you've had a chance to review this. I was planning on dropping by tomorrow to take the documents. is there a particular time that may work for you in the afternoon?

Thanks.

*Veronica Hernandez*

Live Events Manager

Townsquare Media- El Paso, Texas

95.5 KLAQ FM | 93.1 KSII FM | ESPN 600 AM

(915) 521-6302 Direct Line

(915) 613-6960 Cell

(915) 532-0123 Fax

[www.klaq.com/](http://www.klaq.com/) [www.kisselpaso.com](http://www.kisselpaso.com/) / [www.krod.com](http://www.krod.com)

**From:** Veronica Hernandez  
**Sent:** Monday, May 14, 2018 3:48 PM  
**To:** 'Frank Hernandez' <[fhernandez@elpasodmd.org](mailto:fhernandez@elpasodmd.org)>  
**Cc:** 'alejandro.borunda@gmail.com' <[alejandro.borunda@gmail.com](mailto:alejandro.borunda@gmail.com)>; 'patrick@splendidsunproductions.com' <[patrick@splendidsunproductions.com](mailto:patrick@splendidsunproductions.com)>  
**Subject:** RE: THE INTERNATIONAL  
**Importance:** High

## EXHIBIT "C"

Hello Alejandro and Patrick!

Please see the attached consent form, event layout and traffic control plan for this year's event.

We are looking to host the event on August 18, 2018 from 4pm to 11pm. We intend to close the street starting at 4am on August 18, and releasing them at 6am on Sunday, August 19. We intend to leave the sidewalk areas freely open to pedestrians.

I should be receiving signatures from Mr. Dipp as well as from Ceci at the Mills Building this week and am hoping to submit the application on Friday. Let me know when would be a good day for me to come by and review this with you if you have additional questions or if you are set to approve!

I appreciate your consideration.

*Veronica Hernandez*

Live Events Manager

Townsquare Media- El Paso, Texas

95.5 KLAQ FM | 93.1 KSII FM | ESPN 600 AM

(915) 521-6302 Direct Line

(915) 613-6960 Cell

(915) 532-0123 Fax

[www.klaq.com/](http://www.klaq.com/) [www.kisselpaso.com](http://www.kisselpaso.com/) / [www.krod.com](http://www.krod.com)

From: Frank Hernandez [<mailto:fhernandez@elpasodmd.org>]

Sent: Monday, May 14, 2018 11:12 AM

To: Veronica Hernandez <[Veronica.Martinez-Hernandez@townsquaremedia.com](mailto:Veronica.Martinez-Hernandez@townsquaremedia.com)>

Cc: '[alejandroborunda@gmail.com](mailto:alejandroborunda@gmail.com)' <[alejandroborunda@gmail.com](mailto:alejandroborunda@gmail.com)>; '[patrick@splendidsunproductions.com](mailto:patrick@splendidsunproductions.com)' <[patrick@splendidsunproductions.com](mailto:patrick@splendidsunproductions.com)>

Subject: RE: THE INTERNATIONAL

## EXHIBIT "C"

Hello Vero,

I have cc'd both Alejandro and Patrick as points of contact for your event request.

As soon I see the site plan I can let you know if there are additional owners and businesses you would need to reach out to.

Thanks.

Frank



### Frank Hernandez MPA

Operations Manager  
El Paso Downtown Management District  
915-400-2294 / ext. 103  
915-253-4087  
201 E. Main St. 107 El Paso, TX 79901



**From:** Veronica Hernandez <[Veronica.Martinez-Hernandez@townsquaremedia.com](mailto:Veronica.Martinez-Hernandez@townsquaremedia.com)>  
**Sent:** Monday, May 14, 2018 11:06 AM  
**To:** Frank Hernandez <[fhernandez@elpasodmd.org](mailto:fhernandez@elpasodmd.org)>  
**Subject:** THE INTERNATIONAL

Hi Frank!

Hoping you could connect me with the owners of the international like last year so I can request consent for the closure for the Mexican food fiesta.

## EXHIBIT "C"

I am working on George Dipp, as well as mills. Anyone else that I may be missing?

Thanks.

*Veronica Hernandez*

Live Events Manager

Townsquare Media- El Paso, Texas

95.5 KLAQ FM | 93.1 KSII FM | ESPN 600 AM

(915) 521-6302 Direct Line

(915) 613-6960 Cell

(915) 532-0123 Fax

[www.klaq.com](http://www.klaq.com) / [www.kisselpaso.com](http://www.kisselpaso.com) / [www.krod.com](http://www.krod.com)

[illegible]

### Event Information

I (We) Townsquare Media Will be holding an event on August 16, 2018  
Organization/ Individual Date  
 from 4 pm To 11 pm I am / (We are) asking for you consent to temporarily  
Time Time  
 block off N. Mills Ave Mesa St. Oregon St. E. Main St  
Street Closing  
 for The Mexican Food Festival  
Event

Company Name: Bel Air Optimist Club  
 Representative Name: Connie Hernandez Telephone #: 915-269-2918  
 Company Address: 4180 N. Mesa Zip Code: 79902  
 Company's Telephone Number(s): 915-5344-9500

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