

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

DEPARTMENT: Planning & Inspections Department

AGENDA DATE: Regular Consent: November 26, 2019

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

DISTRICT(S) AFFECTED: 2, 8

SUBJECT:

A resolution that the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 28, 2019, 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 Copia St. between La Luz Ave. and Tularosa 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. (CSEV19-00123)

BACKGROUND / DISCUSSION:

EVENT NAME: Sun Bowl Thanksgiving Parade
PERMIT CASE NUMBER: CSEV19-00123
EVENT DATE/HOURS: Thursday, November 28, 2019, at 10:00 a.m. to 2:00 p.m.
TRAFFIC CONTROL: Thursday, November 28, 2019, at 3:00 a.m. to 2:00 p.m.
STATE ROW IN USE: Copia St. between La Luz Ave. and Tularosa Ave.
APPLICANT: The Sun Bowl Association

As per Chapter 13.38 (Special Events) of the El Paso Municipal Code, the Special Event Permit (CSEV19-00123) 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 Copia St. between La Luz Ave. and Tularosa 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:

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

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Philip Etwe
Director, Planning & Inspections Department

RESOLUTION

WHEREAS, The Sun Bowl Association (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sun Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 28, 2019 (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 Copia St. between La Luz Ave. and Tularosa 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:

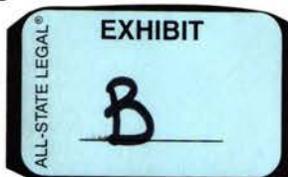
That the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 28, 2019, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance 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 Copia St. between La Luz Ave. and Tularosa 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 _____, 2019.

CITY OF EL PASO:

Dee Margo, Mayor

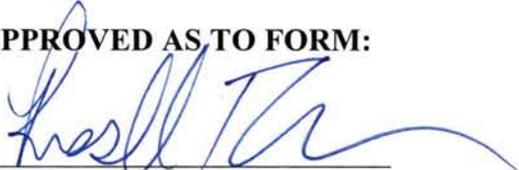
(Signatures on the following page)



ATTEST:

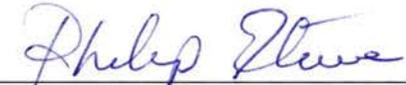
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

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

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Copia Ave., in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Copia Ave., for the purpose of allowing Sun Bowl Thanksgiving Parade, from 3:00 a.m. on Thursday, November 28, 2019 to 2:00 p.m. on Thursday, November 28, 2019 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 26th day of November 2019, 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:

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

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

Article 13. SOLE AGREEMENT

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

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

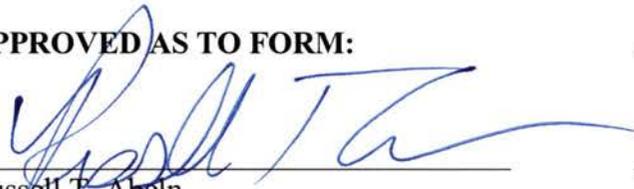
THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

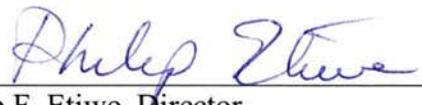
Date _____

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

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

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

Date _____



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



Permit No: **CSEV19-00123**
 Event Name: **SUN BOWL THANKSGIVING PARADE**
 Issued: **11/8/2019**
 Expires: **11/29/2019**

Applicant

THE SUN BOWL ASSOCIATION

BERNIE OLIVAS
 4150 PINNAVLE SUITE 100
 EL PASO, TX 79902

Description: Parade Route: Starts at Campbell and Montana ends at Montana and Copia. Pre-Staging: Montana Avenue between North Campbell Street and North Kansas Street, North Kansas Street and North Stanton Street, North Stanton Street and North Mesa Street, and left lane and half street closure on North Stanton Street between Wyoming Avenue and East Rio Grande Avenue. **EPPD:** El Paso Police Department has no objections with this event. The Department will police the event with 195 officers and 65 vehicles. Traffic control times will be from 4:00 a.m. to 2:00 p.m. on 11/28/2020. **EPFD:** Conditions addressed at OEM. **Streets:** No objections to proposed parade route with multiple street closures. Traffic control monitoring by EPPD police officers escort. Traffic control signage, devices and barricades setup by Traffic Control Specialists. Note: Request for Streets Sweeping must be submitted to Streets and Maint. Dept. contact (915) 212-0151 for schedule and cost estimate. Animal waste droppings from horses/dogs etc. must pickup by shovel and trash bin during and after parade. **SUN METRO:** No objections as long as we are able to relocate our Five Points Terminal to Tularosa between Piedras and San Marcial, and are able to travel on Piedras south bound from Tularosa. **STREETCAR:** Applicant has complied with all streetcar requirements. See attached approved streetcar permit.

Event Type: Parade	Park Use: No	Amplification: Yes
Participants/Attendees: 4,000	Event Staff/Volunteers: 700	
Vehicles: 200	Animals: No	Other:

EVENT

Start Date: 11/28/2019
 Start Time: 10:00
 End Date: 11/28/2019
 End Time: 14:00

STREET MONITORING

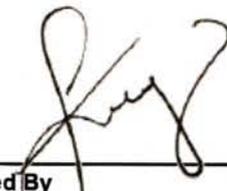
Start Date: 11/28/2019
 Start Time: 03:00
 End Date: 11/28/2019
 End Time: 14:00

**** NOTICE ****

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

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

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



 Issued By

E-MAILED

Applicants Signature

Parades and Public Assemblies

All parade and public assembly requests shall comply with the following as conditions of the permit:

1. The permittee(s) shall comply with all provisions of Section 13.36 (Parades and Public Assemblies), permit directions, conditions and all applicable laws and ordinances.
2. The permittee(s) shall not allow the parade to begin, proceed or continue until such time as the applicable traffic control plan or method is set up and functioning.
3. The permittee(s) shall not make an exclusive use of any City-Controller park or park facility for a demonstration except in compliance with Section 13.24.200 of the City code.
4. The permittee(s) shall take all steps necessary to keep the area for the public assembly clean or the parade route clean and free of animal excrement during the event.
5. The permittee(s) shall, immediately upon the conclusion of the event, clean and remove all litter and debris left on the roadways, sidewalks, and other public right-of-ways by participants, animals, floats and vehicles used in the event and by spectators to the event.
6. The permittee(s) shall coordinate any requests for fireworks with the El Paso Fire Department prior to the issuance of the parade permit.
7. Use of animals, including but not limited to horses, dogs and cats shall be coordinated with the Animal Services Department. Permittee(s) are responsible for ensuring adequate cleaning is conducted in conjunction with the use of animal participants.
8. The permittee may, no later than fourteen business days prior to the day of the event, request the assistance of the City with such cleaning and if provided, the permittee shall be responsible for his costs of the City cleaning. Such request shall be made on a form provided by the City and filed with the permit official. In the event that the permittee does not request and receive the assistance of the City with such cleaning and the permittee fails to clean and remove all such litter and debris within four hours of the end of the event, the City may perform such cleaning and the permittee shall be responsible for payment of the city cleaning costs within 10 days of receipt of the bill from the Office of the Comptroller.
9. Payment of all costs of providing On-Duty Law Enforcement officers and any other traffic control costs, less the amount of deposit made under Section 13.36.050 C of this code when applicable, shall be due and payable within ten days of receipt of the bill from the Office of the Comptroller.
10. Parade and Public Assembly participants shall comply with section 13.36.090 of the City Code: 13.36.090 - Duties of participants.
 - a. Upon the request of a peace officer, each participant who is operating a motor vehicle on a roadway pursuant to the laws of the State of Texas shall exhibit proof of financial responsibility as required under Chapter 601 of the Texas Transportation Code. A peace officer shall have the authority to prohibit the participation in a parade of any motor vehicle for which its operator cannot provide the required proof of financial responsibility.
 - b. During the course of the parade, each participant shall obey the directions of any peace officer who is directing or otherwise providing traffic control for that parade. A peace officer shall have the authority to prohibit the continued participation in a parade of any person who fails on more than one occasion to obey the directions of a peace officer.
 - c. Each participant shall remain responsible for the payment of any bridge-crossing tolls, should the parade route pass through a toll area.
 - d. All participants who enter or pass through an area under the control, direction or supervision of the United States Bureau of Customs and Border Protection shall comply with all laws, regulations and other requirements pertaining to the entry into and exit from such area.



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: MONTANA BETWEEN GATEWAY NORTH & MESA, EL PASO, TX 79925

Permit No: **EPTC19-05065**

Issued: **10/28/2019**

Expires: **10/28/2019**

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
BERNIE OLIVAS EL PASO, TX	Applicant:915-490-7255 Barricade:915-921-0300	TRAFFIC CONTROL SPECIALIST 3120 TRAWOOD DR SUITE F EL PASO, TEXAS 79936

WORK AUTHORIZED: DMD / CSEV19-00123, SUNBOWL THANKSGIVING PARADE AND TURKEY TROT RUN/WALK - (1) EMBLEM INSTALLATION ONE DAY BEFORE PARADE- LEFT LANE CLOSURE ON MONTANA BW ST VRAIN & ANGE. (2) POLICE MONITORING FOR TURKEY TROT. (3) PARADE -MULTIPLE STREET CLOSURES ALONG MONTANA FROM GATEWAY NORTH TO MESA BETWEEN RIO GRANDE & YANDELL AND RIGHT LANE CLOSURE ON YANDELL AND MESA.

TYPE OF TRAFFIC CONTROL SET UP: MULTIPLE STREET CLOSURES

Start Date: 10/27/2019

Expiration Date: 10/28/2019

Length of Term: Short

*** NOTICE ***

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

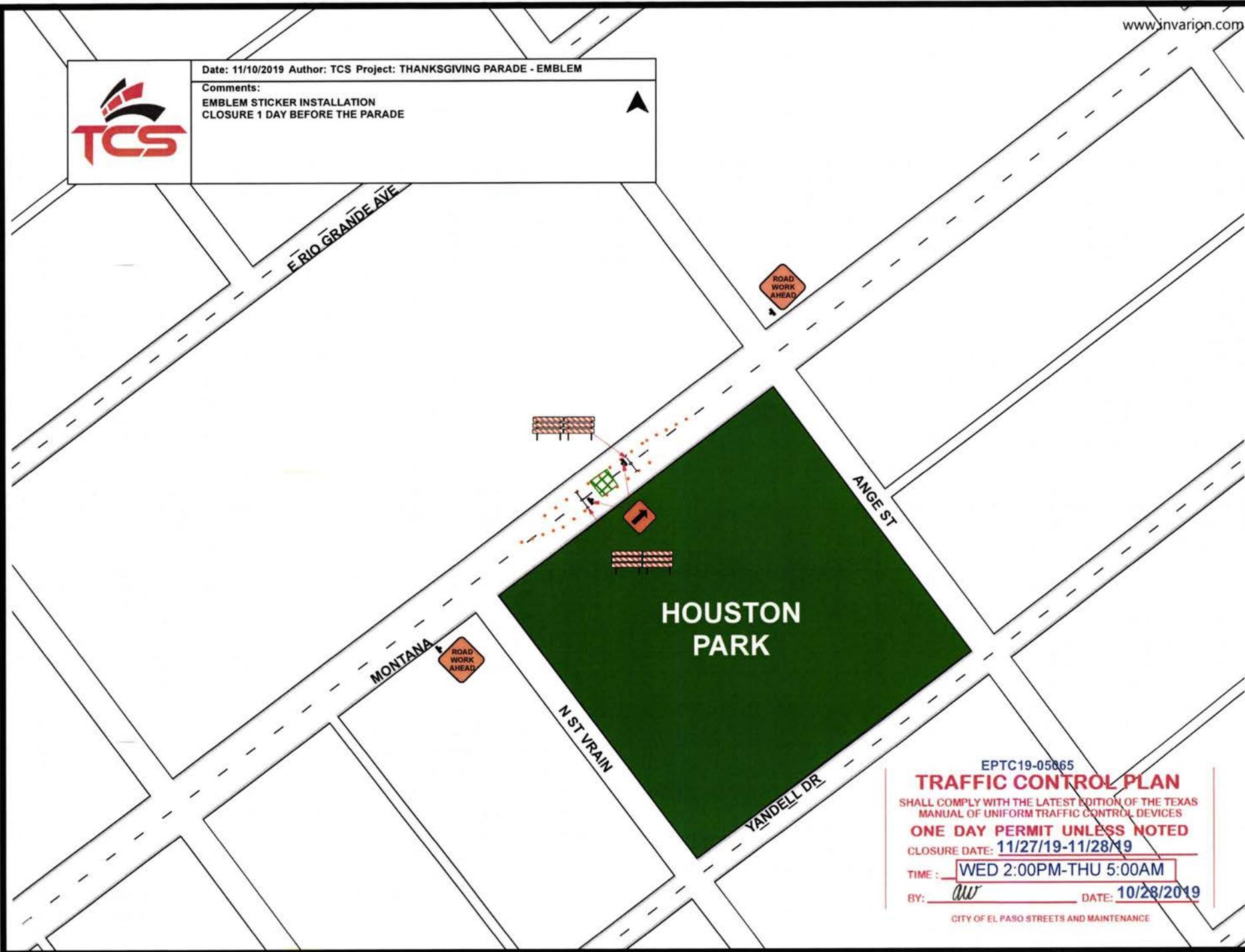
Traffic Engineer

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

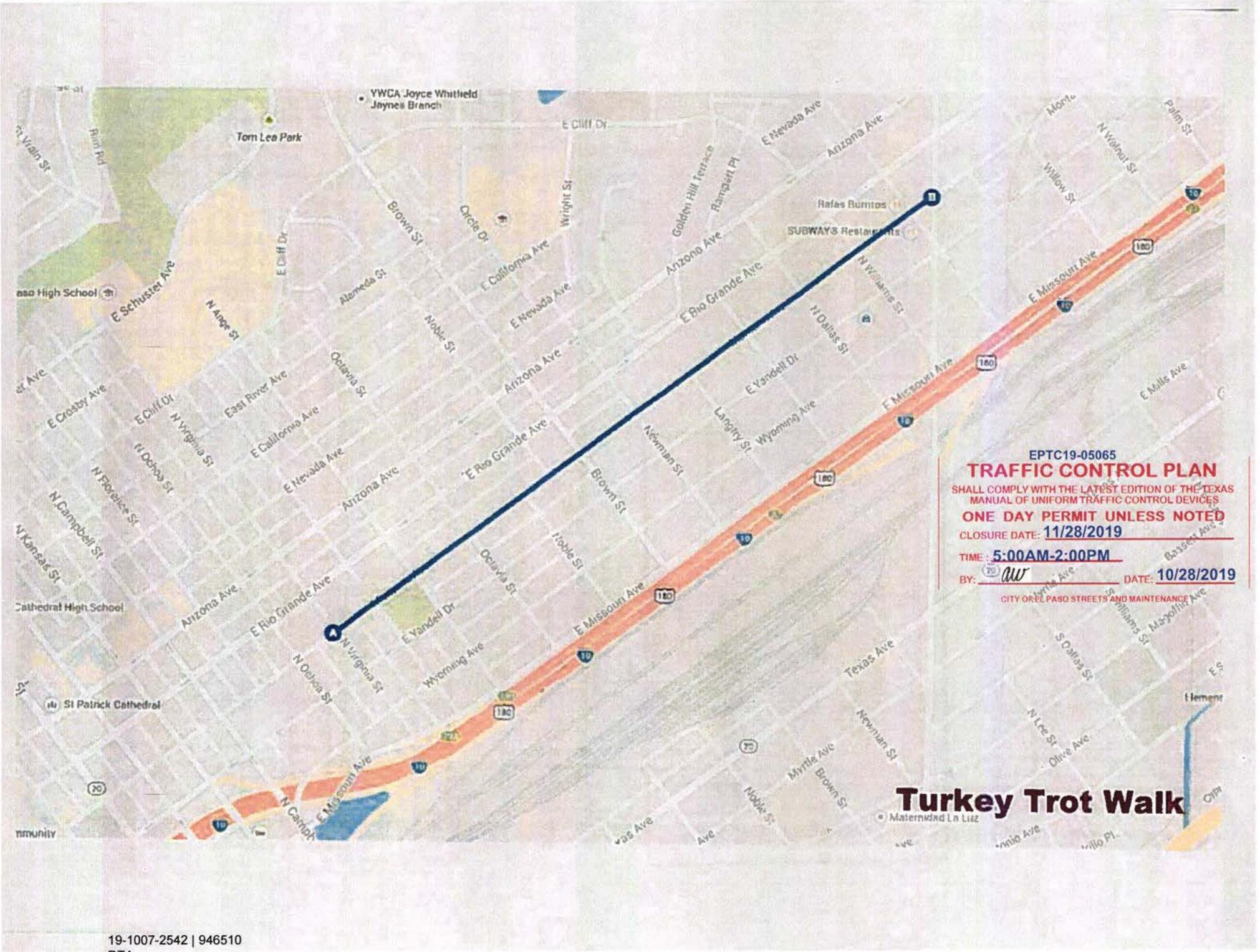
Issued By Ana Wells



Date: 11/10/2019 Author: TCS Project: THANKSGIVING PARADE - EMBLEM
 Comments:
 EMBLEM STICKER INSTALLATION
 CLOSURE 1 DAY BEFORE THE PARADE



EPTC19-05065
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: 11/27/19-11/28/19
 TIME: WED 2:00PM-THU 5:00AM
 BY: aw DATE: 10/28/2019
 CITY OF EL PASO STREETS AND MAINTENANCE



EPTC19-05065
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: **11/28/2019**
 TIME: **5:00AM-2:00PM**
 BY: **AW** DATE: **10/28/2019**
 CITY OF OREL PASO STREETS AND MAINTENANCE

Turkey Trot Walk

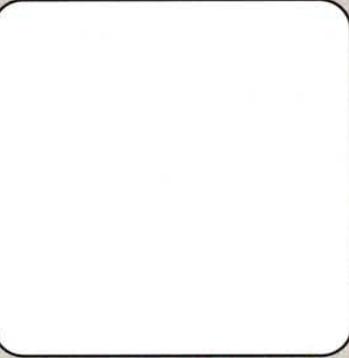


EPTC19-05065
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: 11/28/2019
 TIME: 5:00AM-2:00PM
 BY: aw DATE: 10/28/2019
 CITY OF EL PASO STREETS AND MAINTENANCE

Turkey Trot Run

PARADE DAY STAGING DIAGRAM

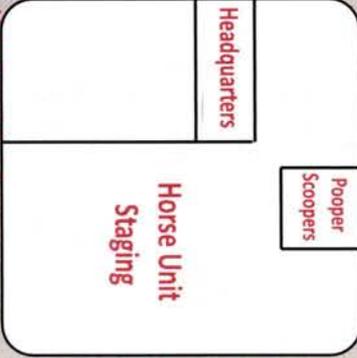
FLORENCE ST.



ARIZONA AVE.

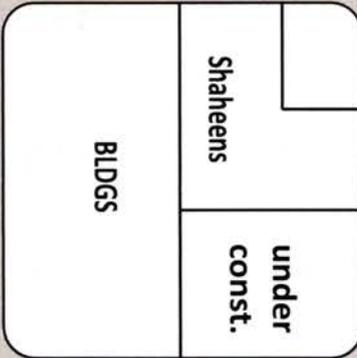
19-1007-2542 | 946510
RTA

Horse Unload

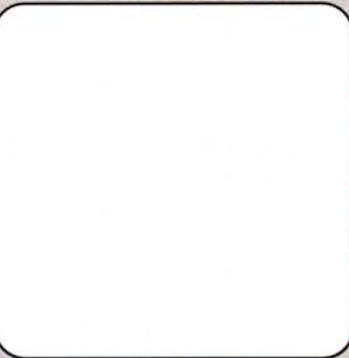


RIO GRANDE AVE.

Bands/Marching Unit Staging

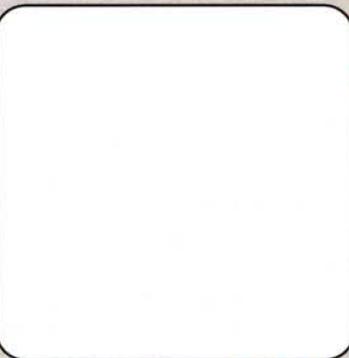


CAMPBELL ST. Bands/Marching Unit Staging

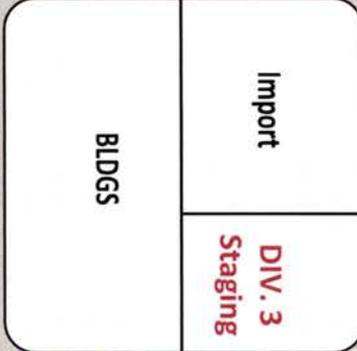


Bands/Marching Unit Unload

KANSAS ST.

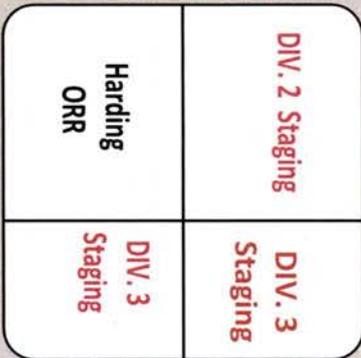


Budweiser Horses/Truck



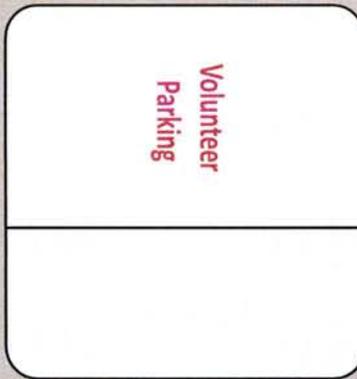
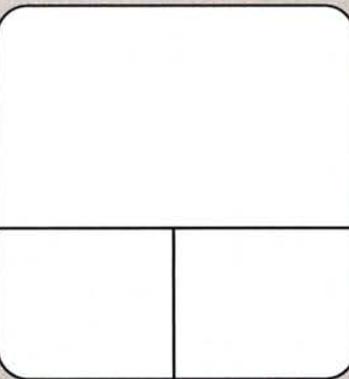
DIV. 2 Floats

Fire Trucks/Safety



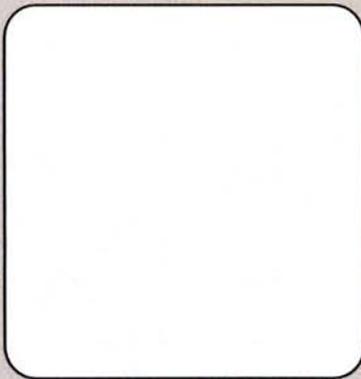
STANTON ST.

ALL UNITS MUST CHECK-IN HERE



DIV. 3 Floats

DIV. 3 Staging



MESA ST.

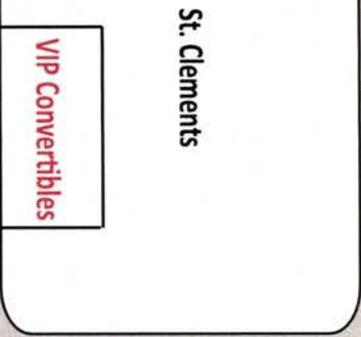
Military

MONTANA AVE.

DIV. 1 Floats

DIV. 2 Floats

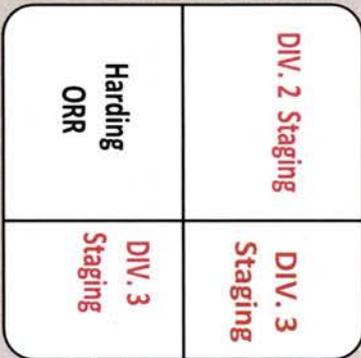
DIV. 3 Floats



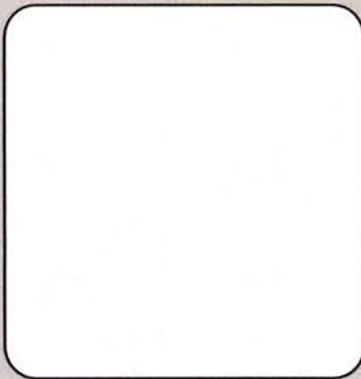
Sherrif Posse Horses



Police



Police



YANDELL DR.

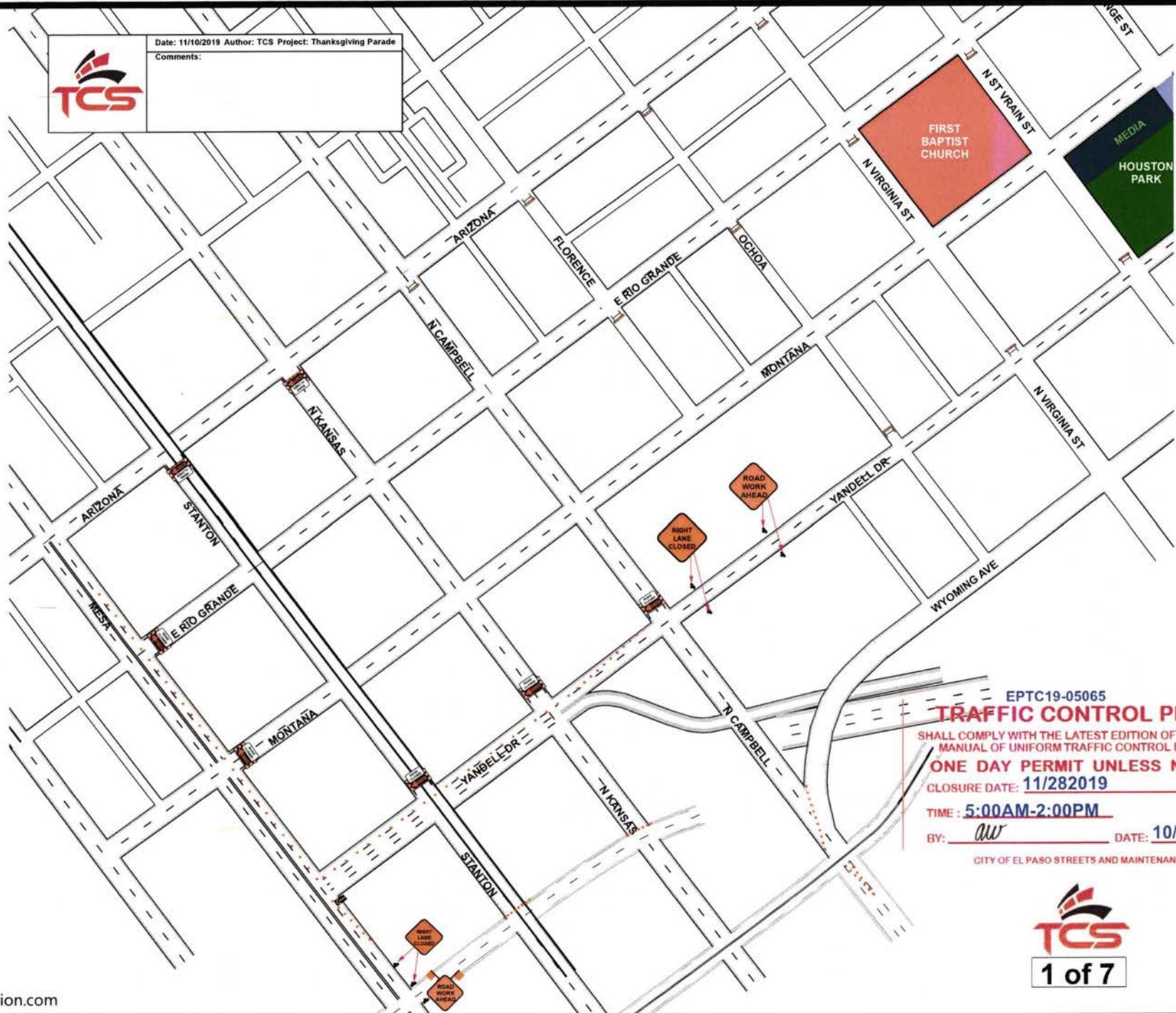
Bus Lanes

Police

MESA ST.



Date: 11/10/2019 Author: TCS Project: Thanksgiving Parade
Comments:



EPTC19-05065
TRAFFIC CONTROL PLAN
SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 11/28/2019
TIME: 5:00AM-2:00PM
BY: AW DATE: 10/28/2019
CITY OF EL PASO STREETS AND MAINTENANCE

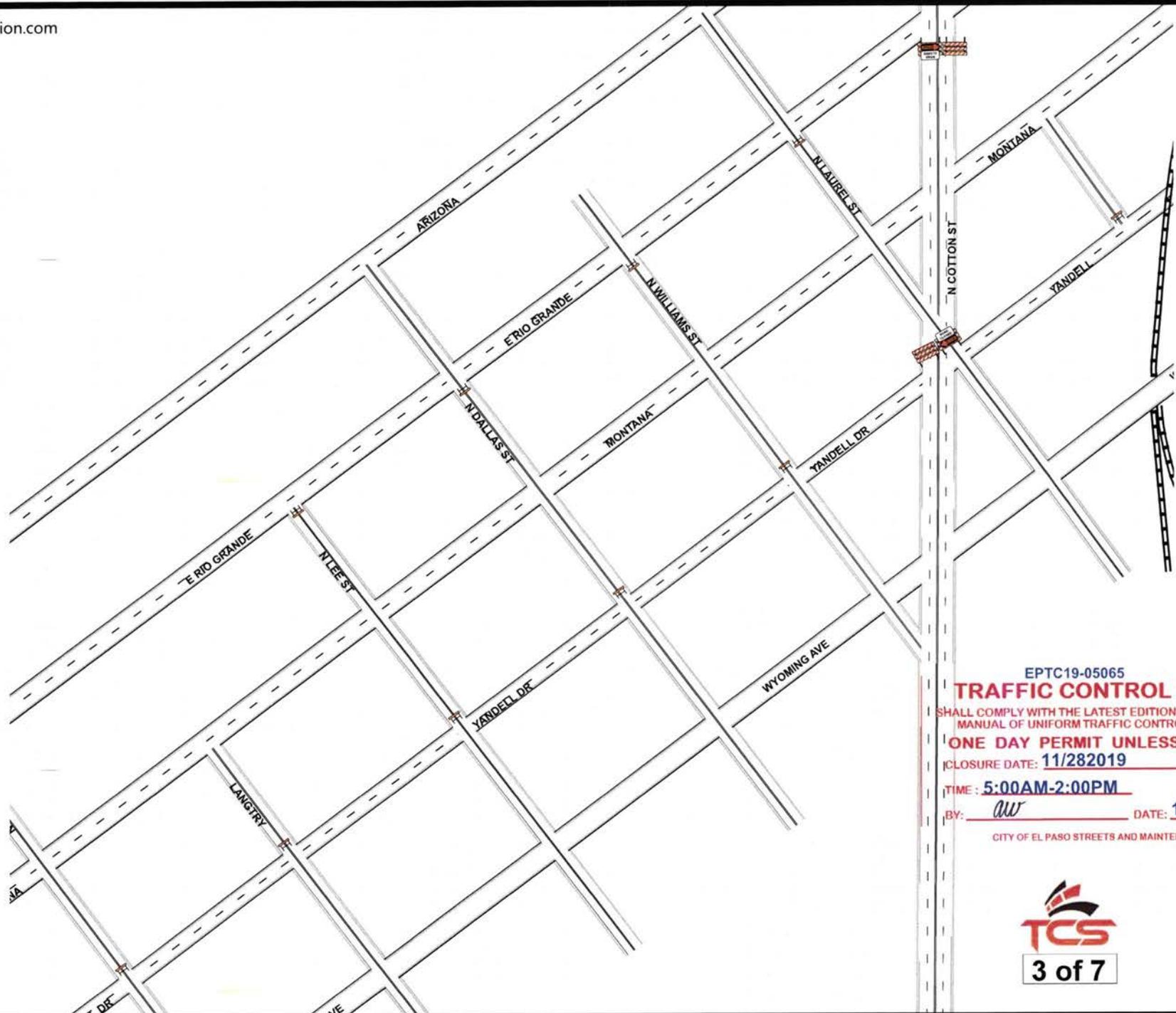




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TRAFFIC CONTROL PLAN
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CITY OF EL PASO STREETS AND MAINTENANCE





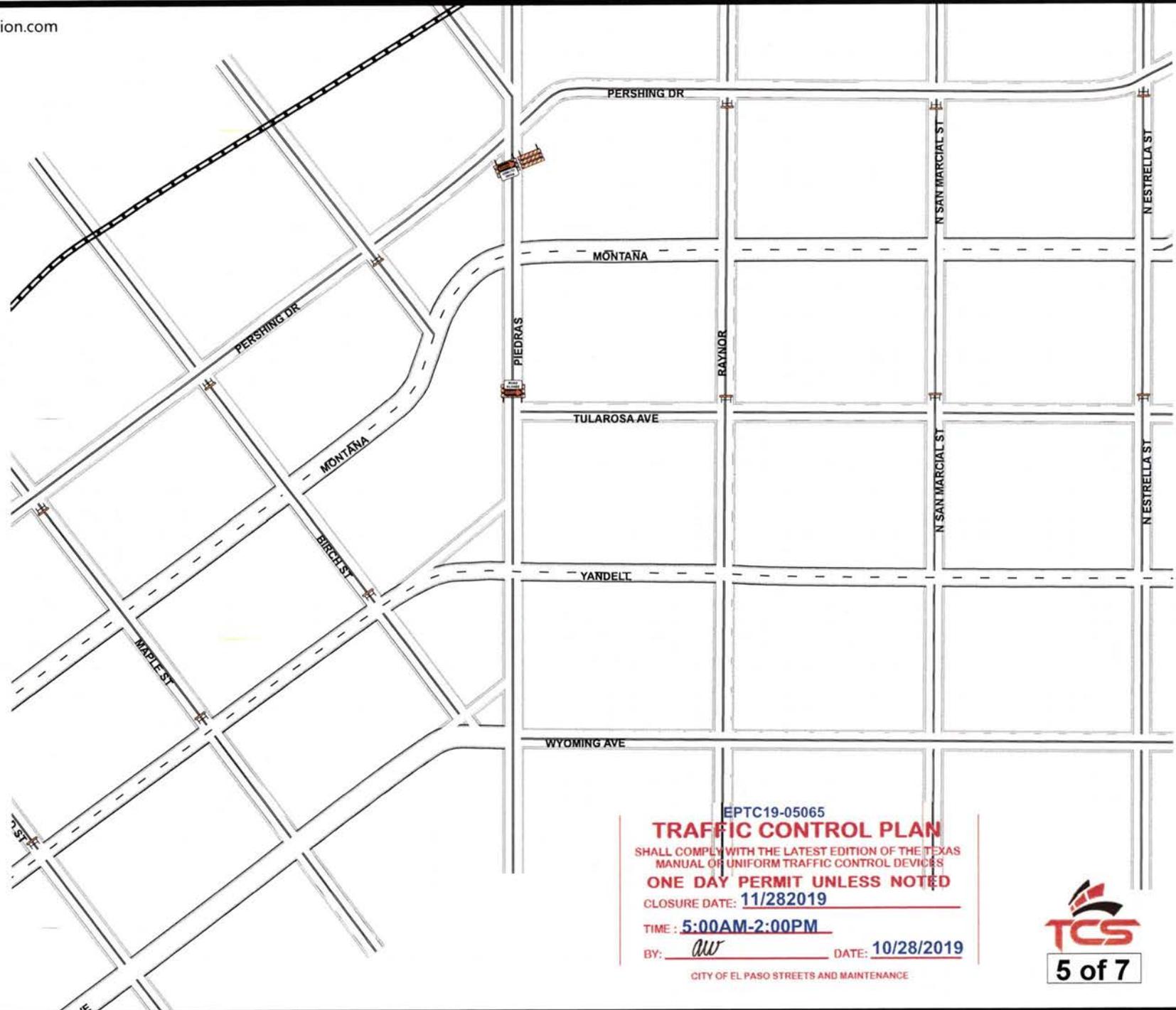
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EPTC19-05065

TRAFFIC CONTROL PLAN

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

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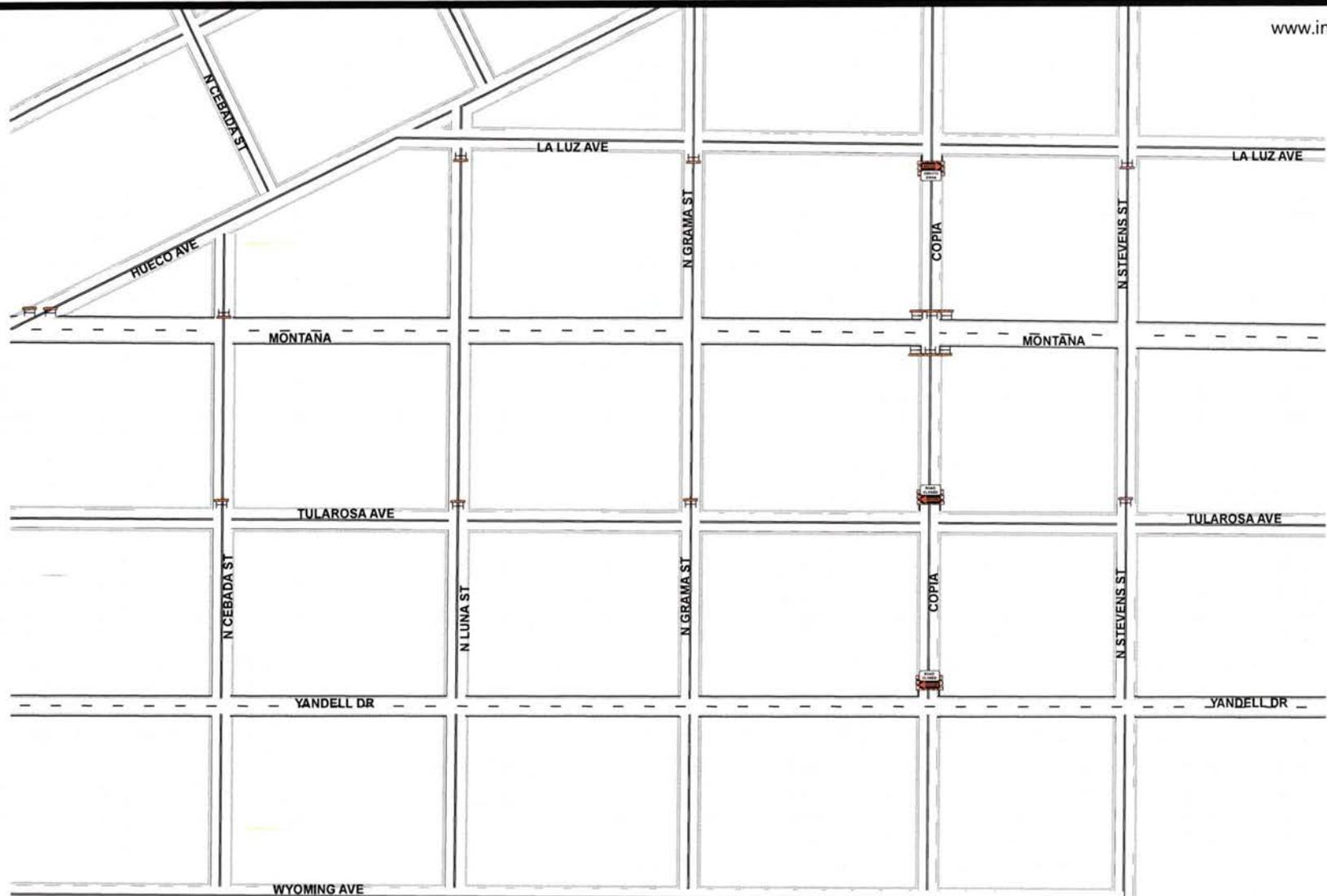
CLOSURE DATE: 11/28/2019

TIME: 5:00AM-2:00PM

BY: aw DATE: 10/28/2019

CITY OF EL PASO STREETS AND MAINTENANCE





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 BY: aw DATE: 10/28/2019
 CITY OF EL PASO STREETS AND MAINTENANCE



CITY OF EL PASO - STREETCAR

TRACK ACCESS PERMIT

SMTAP19-00061



Issued:

11/5/2019

Permittee: Bernie Olivas
4150 Pinnacle, Suite 100
El Paso, Texas 79902
915-490-7255

Work Site Location: Stanton from Arizona to Yandell*****

Description of Permitted Work:

Thanksgiving Day Parade.



Permit Type:

SPECIAL EVENT

Valid: 0500-1400 Each Day

11/28/2019

YOU MUST NOTIFY STREETCAR DISPATCH 30 MINUTES PRIOR TO ENTERING RIGHT-OF WAY (ROW), AND WHEN EXITING THE ROW at (915) 212-3454 OR (915)212-3425.

*** NOTICE ***

- 1. PERMITTEE AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, MTD AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, FINES, PENALTIES, LOSS, DAMAGE, COSTS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), WHETHER DIRECT OR INDIRECT, DUE TO BODILY OR PERSONAL INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR PROPERTY LOSS ARISING OUT OF PERMITTEE'S ACTIONS, OMISSIONS, AND/OR ACTIVITIES. IN THE EVENT A THIRD PARTY MAKES A CLAIM OR FILES A LAWSUIT AGAINST THE CITY AND/OR MTD FOR ANYTHING RELATED TO PERMITTEE'S ACTIONS, OMISSIONS, OR ACTIVITIES, THE PERMITTEE SHALL DEFEND SUCH CLAIM OR LAWSUITS ON BEHALF OF THE CITY AND/OR MTD AT PERMITTEE'S SOLE COST AND EXPENSE. PERMITTEE FURTHER AGREES TO REPAIR ANY DAMAGE OR DISTURBANCE TO CITY AND/OR MTD PROPERTY CAUSED BY PERMITTEE.
2. THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE EL PASO STREETCAR TRACK ACCESS PROGRAM AND THE PERMITTEE, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL PROVISIONS OF THE TRACK ACCESS PROGRAM AND OTHER APPLICABLE CODES AND ORDINANCES INSOFAR AS THEY AFFECT THIS PERMIT.
3. THIS TRACK ACCESS PERMIT, APPROVED TRACK ACCESS REQUEST FORM, AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE WORK SITE OR IN THE POSSESSION OF THE ABOVE NAMED PERMITTEE UNTIL COMPLETION OF ALL WORK OR EVENT.
4. EL PASO STREETCAR MUST APPROVE ANY CHANGES IN PERMITTEE OR DEVIATION FROM APPROVED PLANS.
5. THIS PERMIT IS ONLY VALID FOR THE DATES AND TIMES SPECIFIED.
6. THIS PERMIT MAY BE REVOKED FOR VIOLATION OF ANY OF THE ABOVE PROVISIONS AND/OR ALL OTHER APPLICABLE LAWS.
7. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE, AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THE PERMIT.

Signature of Vanessa Munoz
Issued By: Vanessa Munoz

Permittees Signature



Exhibit A1
Track Access Request - Special Event



Date of Submission: 05/30/2019
Date of Event: 11/28/2019
Hours of Event: From 5:00 a.m. To 2:00 p.m.

SMTAP19 -
00061
Office Use Only
DOWNTOWN UPTOWN
CSEV: 00123
Office Use Only

Requestor: Bernie Olivas
Title: Executive Director
Company: Sun Bowl Association
Address: 4150 Pinnacle, Suite 100
Cell Number: 915-490-7255
Email Address: bolivas@sunbowl.org



*Louise Murry
11/5/19*

Description of Event:
Thanksgiving Day Parade

****Site Plan and Map of Special Event Location and Staging Areas Must Be Included with Application****

Number of Participants: 4,000 Participants, 250,000 attendees _____

Limit of Access:

Street Intersection
Arizona/Rio Grande and Yandell
Street Name Street Name

Street: Stanton
Choose One - (Santa Fe, Franklin, Kansas, Father Rahm, Stanton, Baltimore, Oregon)

From: Arizona To: Yandell
Cross Street Cross Street

Aug 23 PM 2:56

J.M.

Joe Daubach 19-00842
Bernie Olivas 19-00843

Do you have a valid Track Access Training Card? Yes, provide ID #: _____

****A Valid Track Access Training Card is required at time of application submission, failure to provide a valid card ID# will result in an automatic denial of application****

Track Access Training is provided every Wednesday at 10:30 am, please contact Crystal Vega at 915-212-3465 or VegaCA@elpasotexas.gov to attend.

Does your event run parallel, cross, is in the vicinity or otherwise encroach into the Streetcar Operational Right-of-Way, as depicted in Exhibit B (El Paso Streetcar System Map)?

Yes No



Is your Special Event considered a "Moving" Special Event? (i.e., Walk, Run, Marathon, March, Parade)

Yes No

If yes, Streetcar Specific Temporary Traffic Control as referenced in Exhibit D, Temporary Traffic Control, is required at time of application submission. Failure to provide a Traffic Control Plan will result in an automatic denial of application.

Does your event include the use of vehicles or parade floats? Yes No

If Yes, provide a description of vehicle(s):

Floats, firetrucks, law enforcement vehicles etc.

Vehicle Height*: 14'6 Vehicle Width: no wider than 14' Number of Vehicles: 18-100

* Vehicle height measured from ground level to top most element of vehicle or float.

Does your event include the use of a stage, tent, canopy, elevated platform, or any temporary structure? Yes No

If Yes, provide a description of structure:

Structure Height*: _____ Structure Length: _____ Structure Depth: _____

* Structure height measured from ground level to top most element.

2019

~~2019 Sun Bowl Parade~~ **Sun Bowl Parade**

Date: Thursday, November ~~27~~ **28**

Start Time: The parade will begin at 10:00 at Montana/Ochoa and will run through Montana/Copia.

Train Crossing: It has been requested for all train traffic from 10:15-12:45 at the Willow crossing to be stopped.

Contact: Ivan Jaime - Cell: (210) 364-5080

AD Towing: Assists in clearing Montana Avenue the morning of the parade as well as assist with any broken down entries.

Contact: Andy Dominguez – 494-5119

Sun Bowl PD contact: SGT Raul Gomez

Concessions Vender: Big Boy Concession contracts with the Sun Bowl Association to provide all vender needs for parade day.

Contact: Danny Morales – 820-7282

Staging Area: We will stage between Montana/Mesa to Montana/Campbell. There are approximately 3,000+ people, 100 horses, 100-200 vehicles (fire trucks, law enforcement cars etc.) and 18 floats positioned there.

Review Stands/TV broadcast Area (new location): Is located at 1600 Montana Avenue (Emergence Health Network) approx. 1,500 people will be seated in the review stands. We will have 2 off duty EPPD within this compound

Break down Area: We breakdown from Montana/Copia to I 54. All units to include floats, ROTC, horses, bands etc. will unload, breakdown and disperse in buses and other vehicles.

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
10/31/19

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 have ADDITIONAL INSURED provisions or 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	K & K Insurance Group, Inc. P.O. Box 2338 Port Wayne, In 46801	CONTACT NAME:	SPORTS	
		PHONE (A/C, No, Ext):	800-441-3994	FAX (A/C, No): 260-459-5120
		E-MAIL ADDRESS:	KK.SPORTS@KANDKINSURANCR.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	NATIONWIDE LIFE INSURANCE COMP	66869
		INSURER B:	NATIONAL CASUALTY COMPANY	11991
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		
INSURED	SUN BOWL ASSOCIATION, INC., TONY THE TIGER SUN BOWL 4150 PINNACLE, SUITE 100 EL PASO, TX 79902			

COVERAGES CERTIFICATE NUMBER: 1992265 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. NC=NOT COVERED

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	KKO0008195900	12:01AM 11/07/19	12:01AM 11/07/20	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Ea Occurrence) 300000 MED EXP (Any one person) 5000 PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE UNLIMITED PRODUCTS-COMP/OP AGG 1000000 Part Lgl Liab 1000000 COMBINED SINGLE LIMIT (Ea Accident) 1000000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0008195900	12:01AM 11/07/19	12:01AM 11/07/20	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION			XKO0008196000	12:01AM 11/07/19	12:01AM 11/07/20	EACH OCCURRENCE 9000000 AGGREGATE 9000000
	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-STATE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Participant Accident			BAX0031003600	12:01AM 11/07/19	12:01AM 11/07/20	Annual Maximum Per Occurrence Per Employee Weekly Indemnity

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

THE CITY OF EL PASO, ITS OFFICIALS, EMPLOYEES, AGENTS AND CONTRACTORS ARE ADDITIONAL INSUREDS WITH RESPECT THE OPERATIONS OF THE NAMED INSURED.
RE: 83RD ANNUAL THANKSGIVING DAY SUN BOWL PARADE. DATE: 11/28/19.



CERTIFICATE HOLDER

CANCELLATION

THE CITY OF EL PASO ATTN: SUN METRO-EL PASO STREETCAR 10151 MONTANA AVENUE EL PASO, TX 79925	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 <i>Scott [Signature]</i>
---	--

National Casualty Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KKO 81959-00	11/28/19	Sun Bowl Association, Inc., Tony the Tiger Sun Bowl	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **Other Insurance** condition of this Coverage Part is replaced by the provision marked below with an "X" in the box:

Other Insurance

- If other valid and collectible insurance with any other insurer including any formal self-insured retention programs is available to you covering a loss also covered by this Coverage Part, other than insurance that is in excess of the insurance afforded by this Coverage Part, the insurance afforded by this Coverage Part shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this insurance subject to the terms, conditions and limitations of other insurance.
- Coverage afforded under this Coverage Part is primary insurance and Other Insurance shall not apply as respects

as additional insureds.

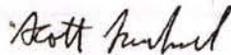
The **Cancellation** condition of this Coverage Part is amended by the addition of the following if an "X" is in the box:

Cancellation

The following is added: It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without 30 days' prior written notice to: *See Below.

and further, that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy.

* The City of El Paso, its officials, employees, agents and contractors
Attn: Sun Metro-El Paso Streetcar
10151 Montana Avenue
El Paso, TX 79925



AUTHORIZED REPRESENTATIVE

DATE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

The City of El Paso, its officials, employees, agents and contractors
Attn: Sun Metro-El Paso Streetcar
10151 Montana Avenue
El Paso, TX 79925

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" occurs during the policy period; and

(2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

(1) When all the "work" called for in the "contractor's" contract has been completed.

(2) When all the "work" to be done at the "job location" has been completed.

(3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

- (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or
- (3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:
 - (a) "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location"
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion f. Pollution, Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.

4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
 - a. The actual cash value of the property at the time of loss; or
 - b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

- A. The following Conditions apply to Coverages A and B:

1. Assignment

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

3. Cancellation

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. Other Insurance

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

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8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:

1. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:

SPECIMEN (1) How, when and where the occurrence took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the occurrence.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Separation Of Insureds

Except with respect to the Limits of Insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:

1. Appraisal

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within 60 days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

2. No Benefit To Bailee

No person or organization, other than you, having custody of the property will benefit from this insurance.

3. Insured's Duties In The Event Of A Loss

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. Legal Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. Payment Of Loss

We may pay for the loss in money, but there can be no abandonment of any property to us.

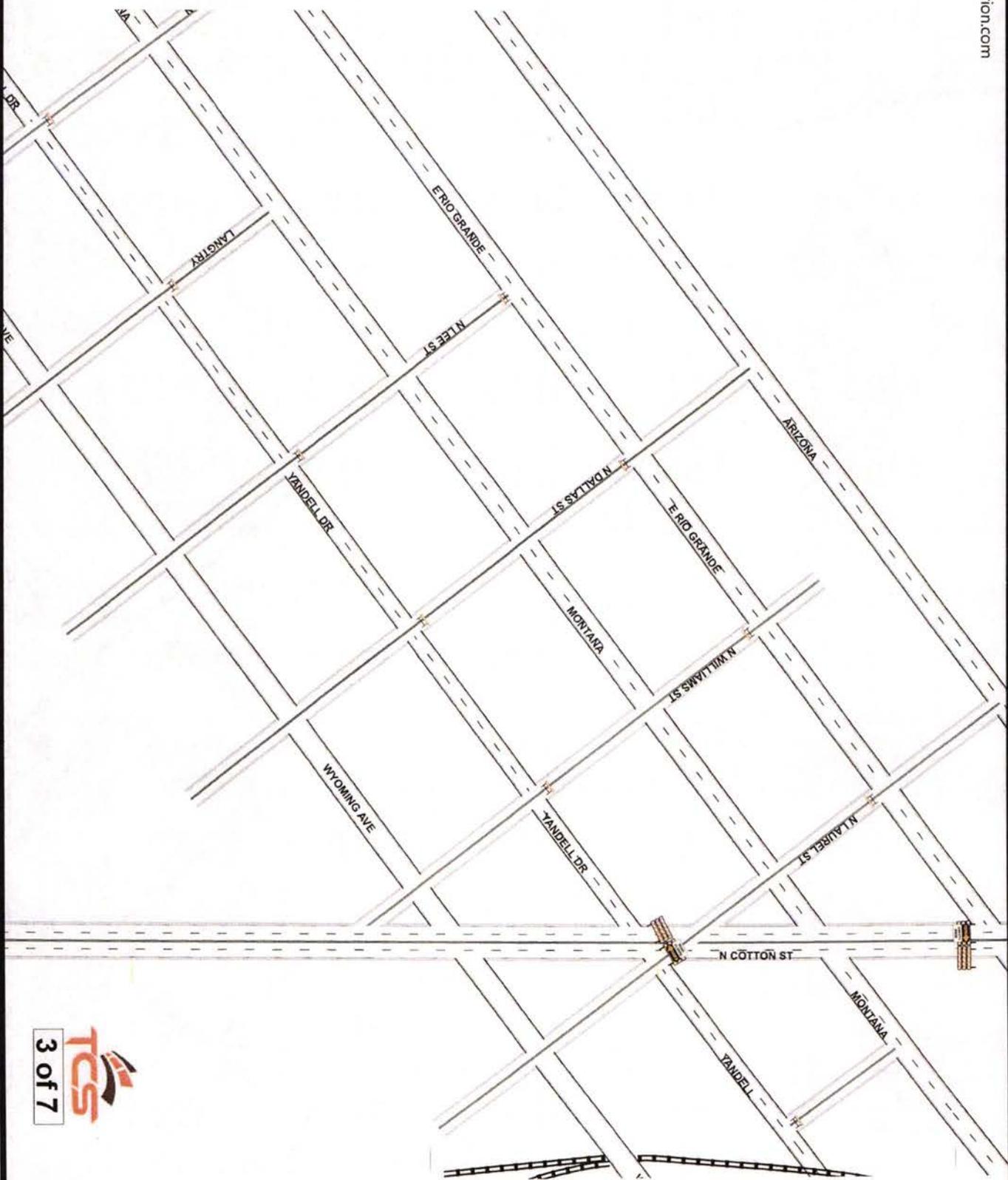
SECTION V – DEFINITIONS

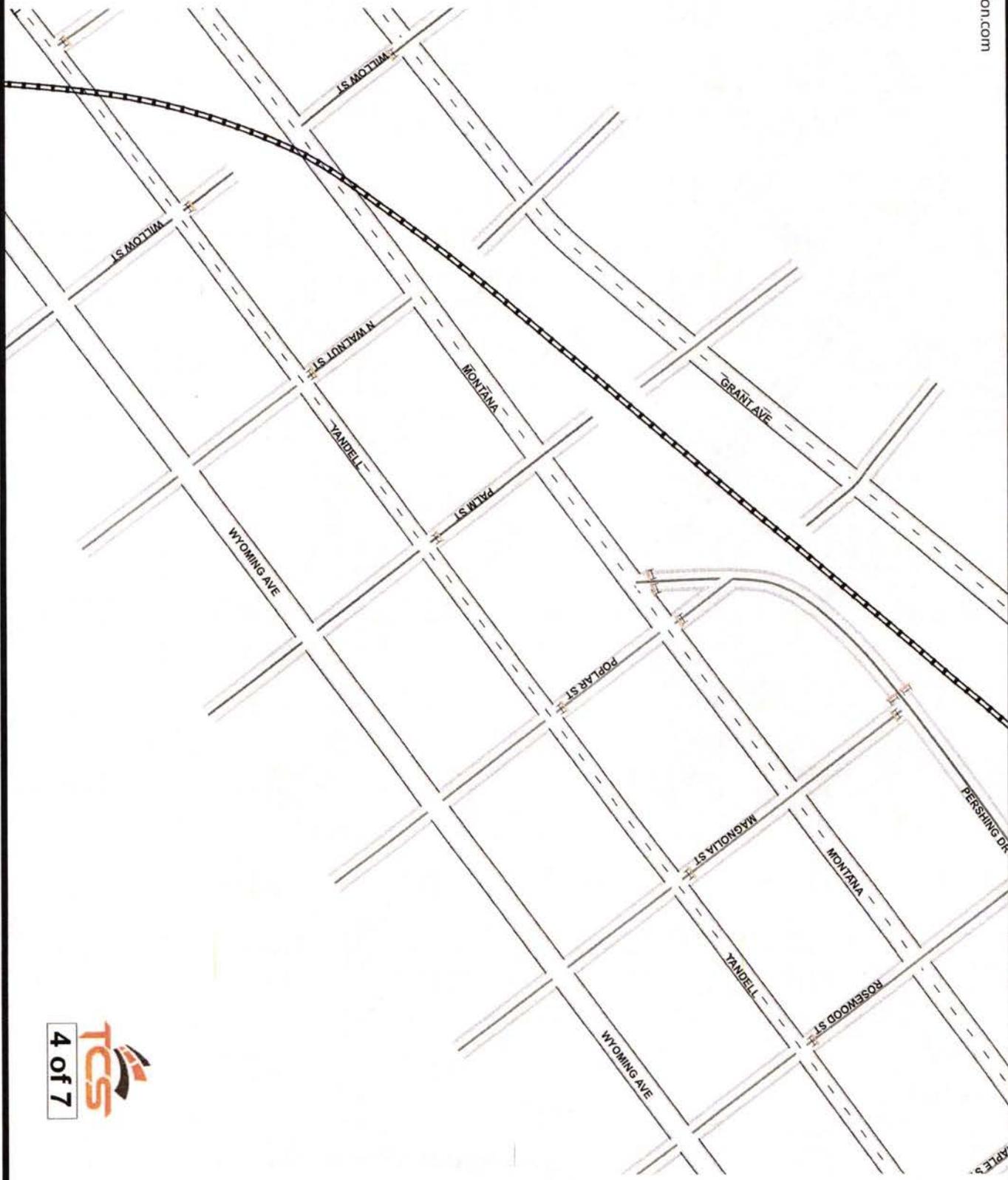
1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
9. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.
12. "Your designated employee" means:
 - a. Any supervisory employee of yours at the "job location";
 - b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or
 - c. Any employee of yours not described in Paragraph a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

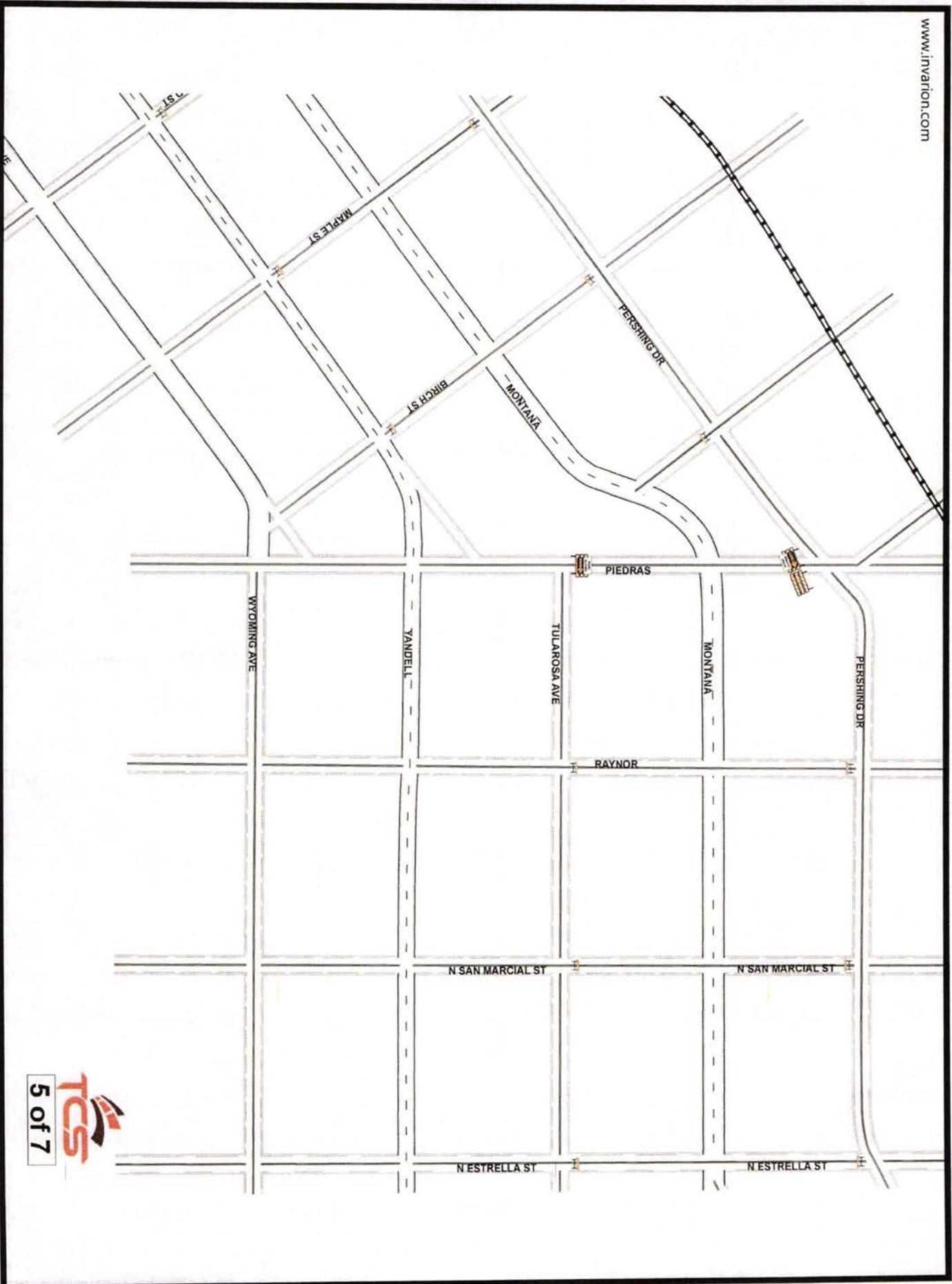


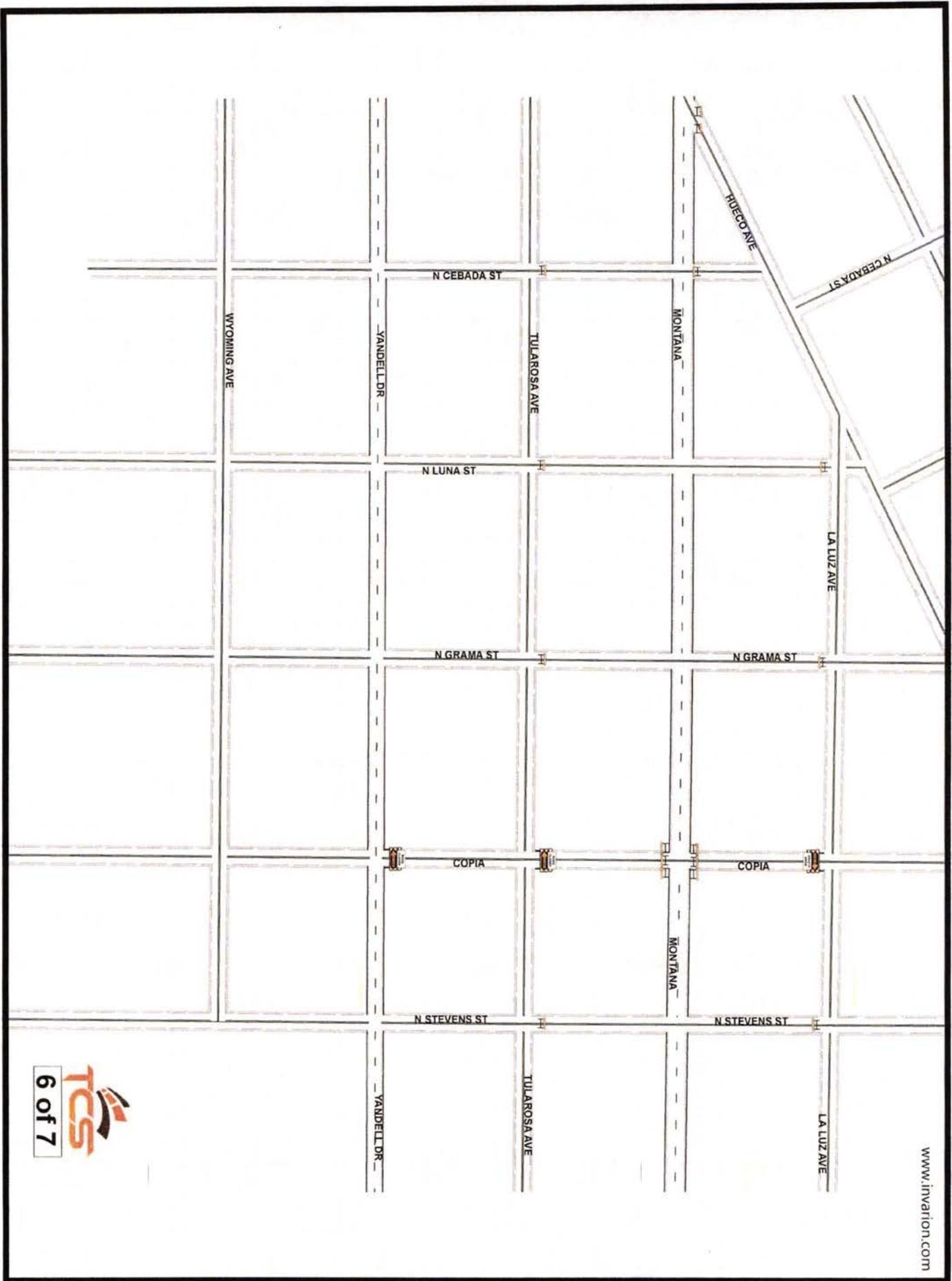
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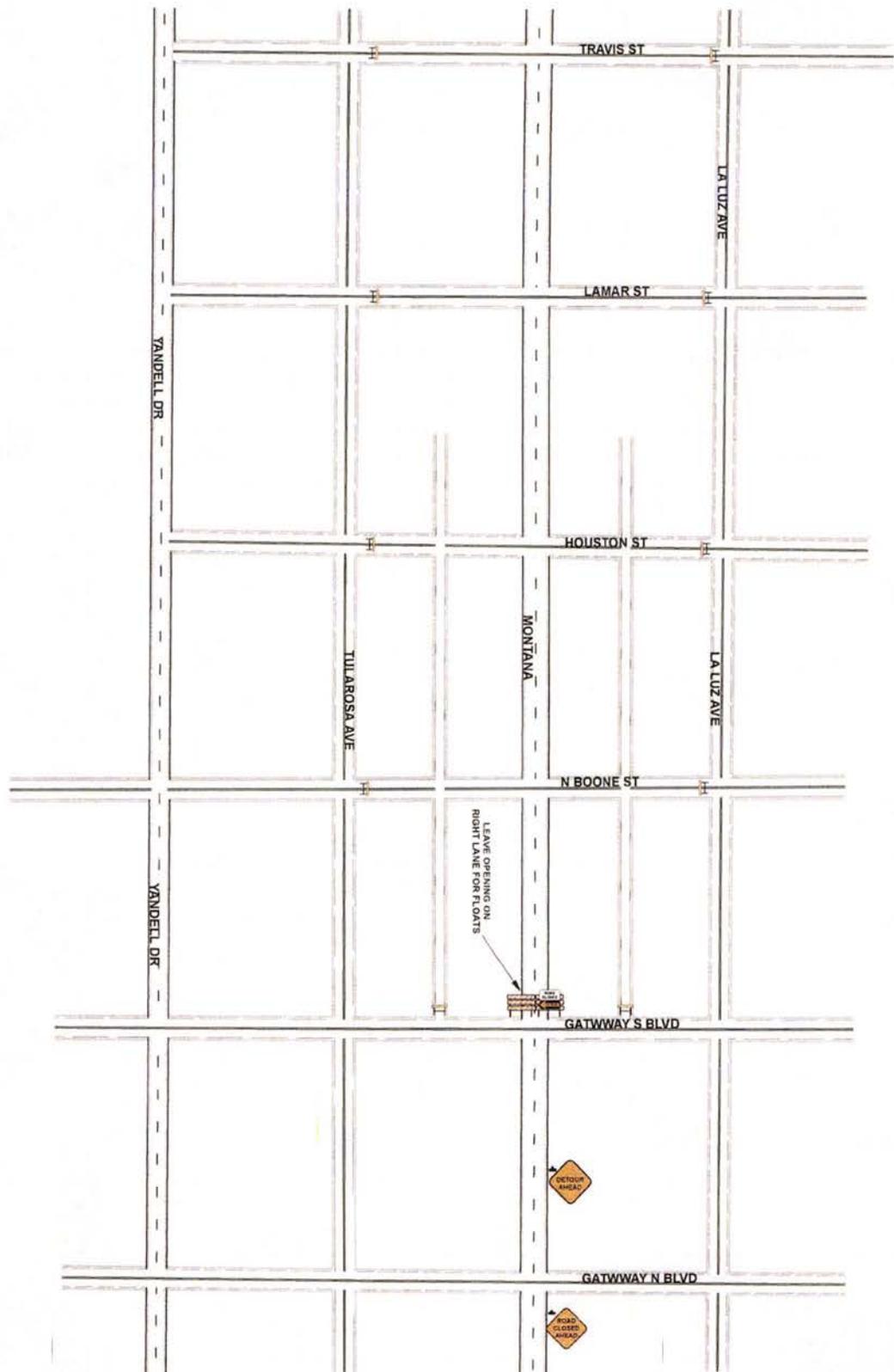
Date: 11/02/2019 Author: TCS Project: Thanksgiving Parade
 Comments:

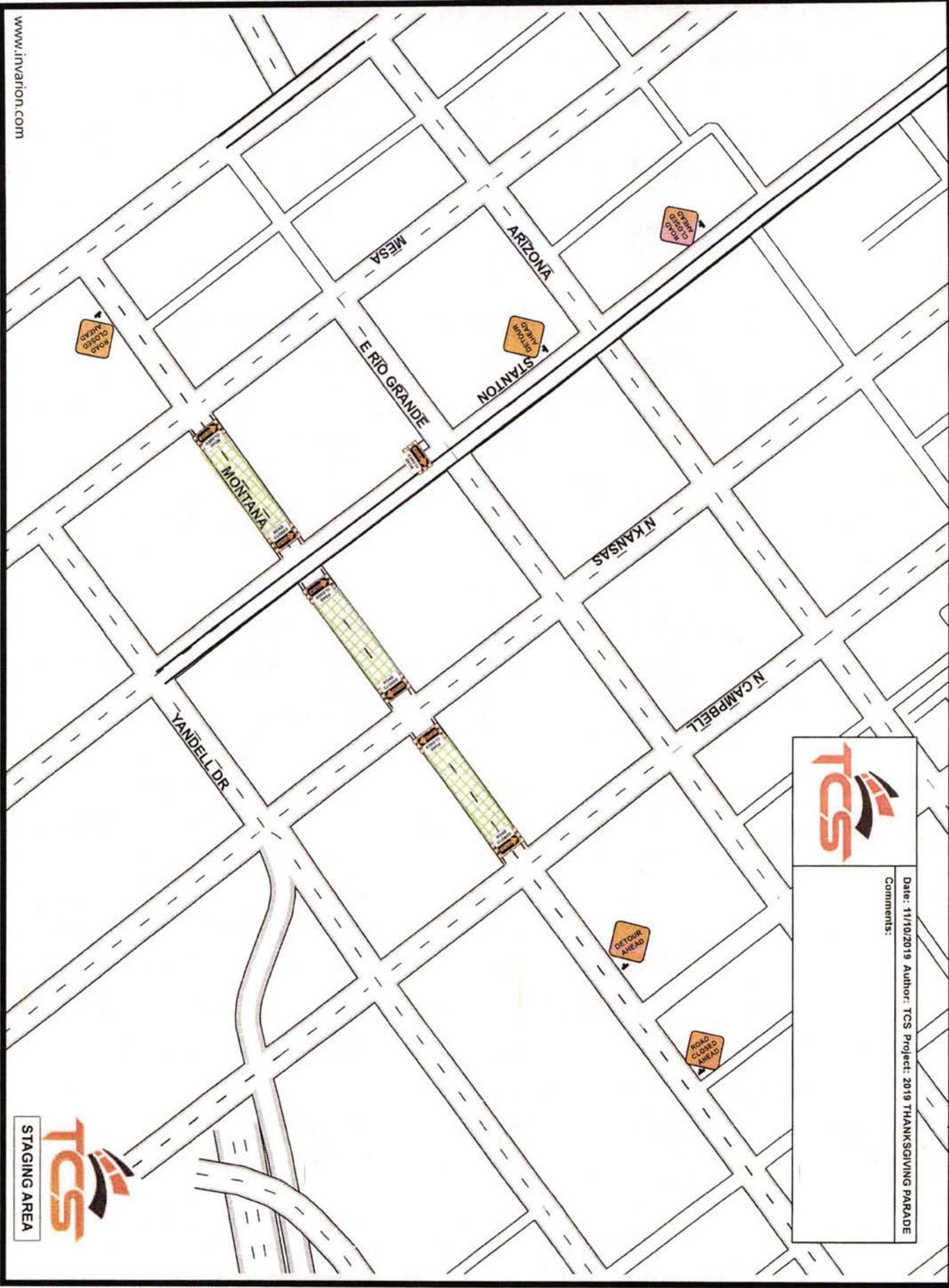










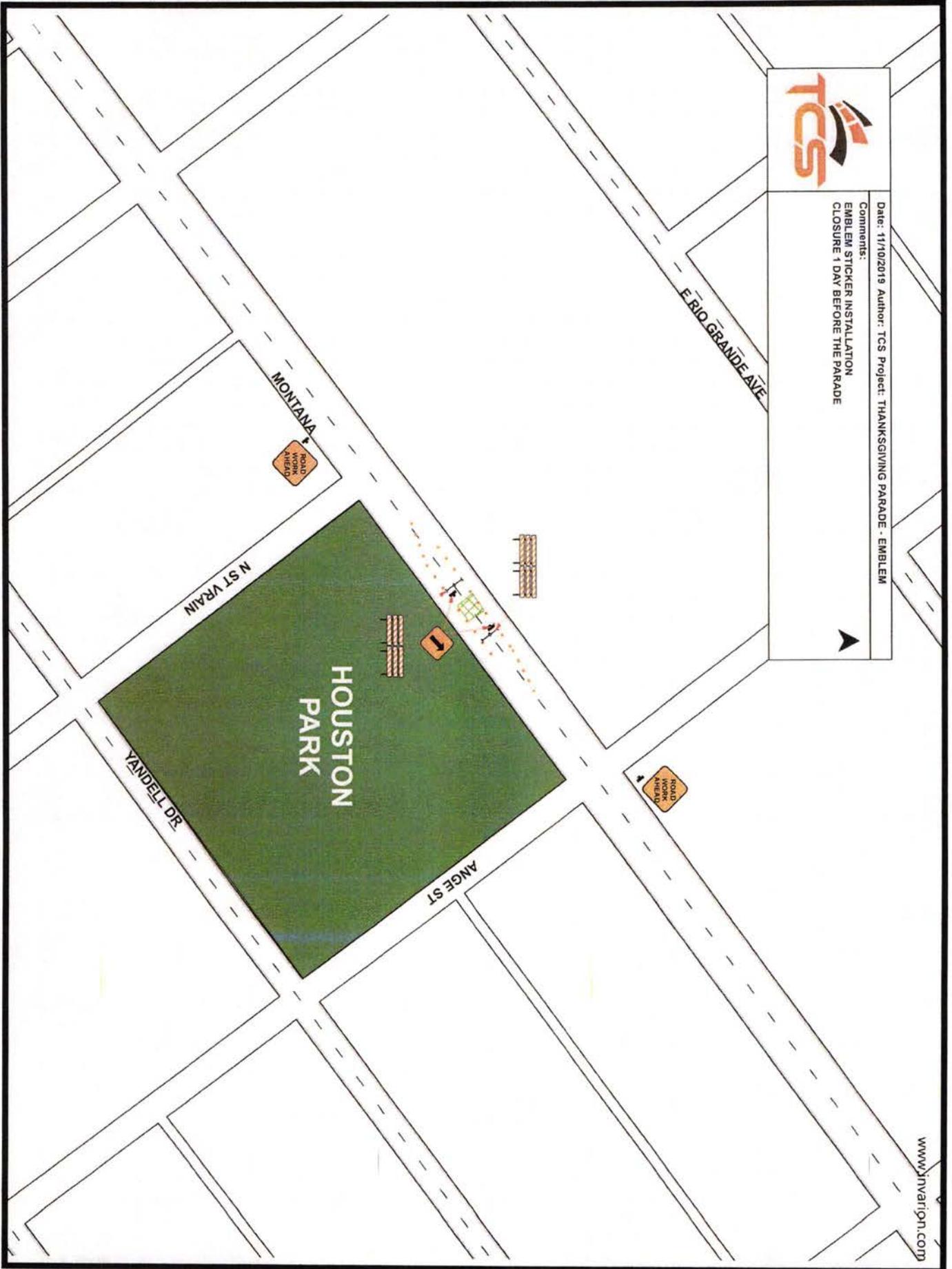


Date: 11/10/2019 Author: TCS Project: 2019 THANKSGIVING PARADE
 Comments:



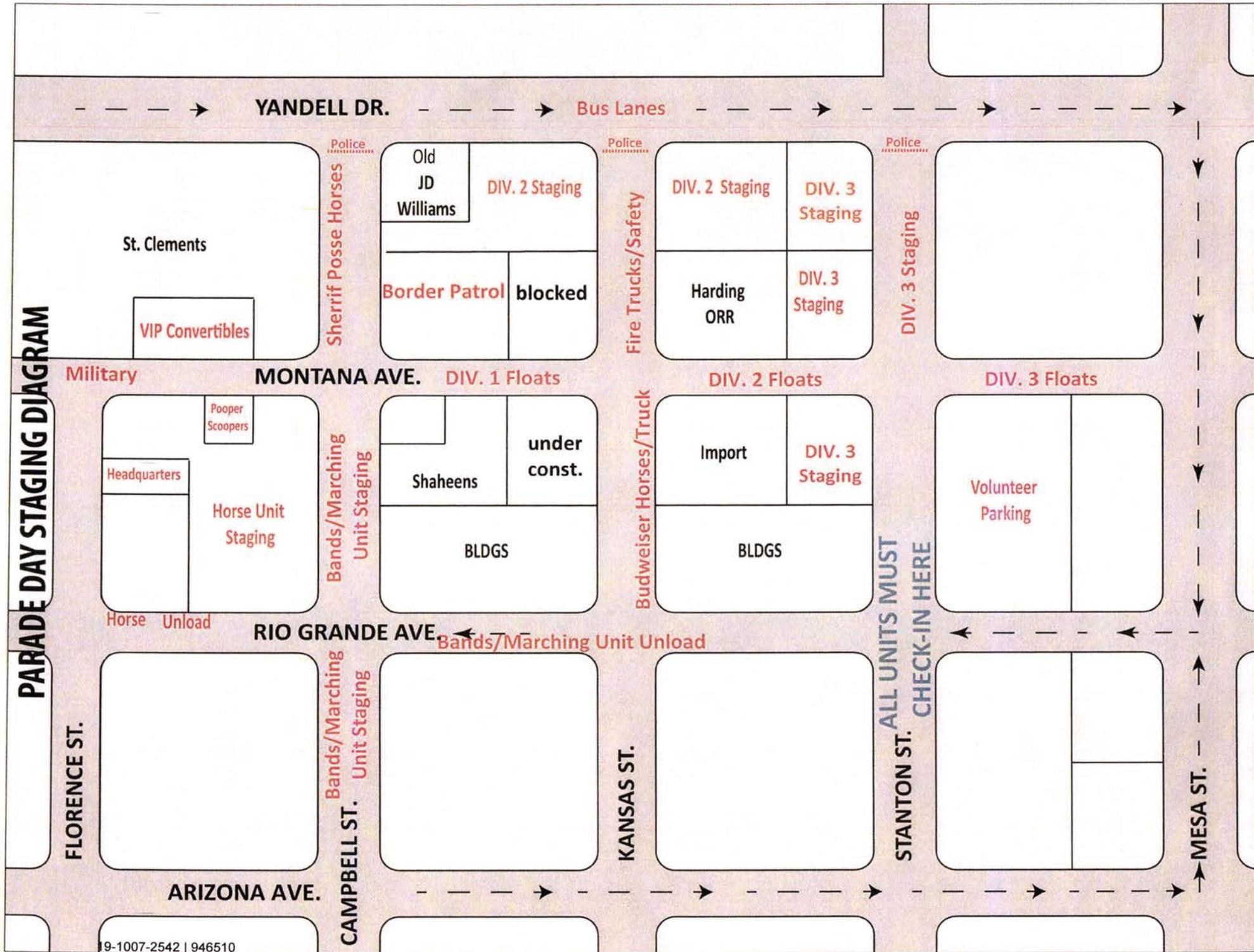


Date: 11/10/2019 Author: TCS Project: THANKSGIVING PARADE - EMBLEM
Comments:
EMBLEM STICKER INSTALLATION
CLOSURE 1 DAY BEFORE THE PARADE



www.invarion.com

PARADE DAY STAGING DIAGRAM



RESOLUTION

WHEREAS, The Sun Bowl Association (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the Sun Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 28, 2019 (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 Copia St. between La Luz Ave. and Tularosa 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 Sun Bowl Thanksgiving Parade from 3:00 a.m. to 2:00 p.m. on Thursday, November 28, 2019, 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 Copia St. between La Luz Ave. and Tularosa 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 _____, 2019.

CITY OF EL PASO:

Dee Margo, Mayor

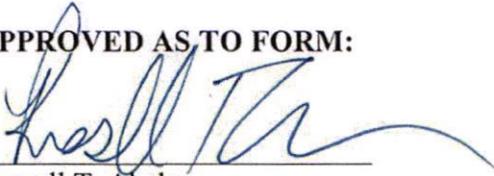
(Signatures on the following page)



ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

Event Permit Application

Parades, Temporary Events & Special Events

811 Texas Ave. El Paso, TX 79901. 915-212-1506.

SpecialEvents@elpasotexas.gov www.elpasotexas.gov/SpecialEvents



Application Type (Office Only): Parade Temporary Event Special Event CASE: CSEV

1 APPLICANT INFORMATION

Name of Organization: Sun Bowl Association
 Address: 4150 Pinnacle, Suite 100 City/State/Zip: El Paso, Texas 79902
 Work Phone: 915-533-4416

2 CONTACT INFORMATION

Name: BERNIE OLIVAS, JOE DAUBACH Cell: 915-490-7255 - 915-490-5975
 Email: bolivas@sunbowl.org, joe@sunbowl.org Preferred Language: English Español

3 EVENT INFORMATION

Official Name of the Event: Sun Bowl Thanksgiving Day Parade

Event Type: Parade Procession Run/Walk Bike Race
 March Bazaar Carnival Block Party
 Celebration Street Dance Street Display Other

Purpose of Event: Fundraiser Community/Neighborhood Activity School Activity
 Religious Activity Other (Explain): _____

Target Audience: Children Teens Families 18 and Over 21 and Over

Does the event route or footprint cross or take place near railroad property? Yes No

Are you using a park? Yes No If yes, which one? _____

Are you using a building next to your event footprint? Yes No
 If yes, what is the address? _____

*Parades Only- Location Assembly (where do participants start): Staging-Montana/Mesa, Montana/Campbell

Route or Event Location Description (attach an extra sheet of paper if necessary): _____
Route-Montana/Ochoa to Montana/Copia; Staging and breakdown-Montana/ Mesa, Montana/54

How will parade participants be released? All at Once In waves/groups

4 EVENT TIMES AND TRAFFIC CONTROL

TRAFFIC CONTROL: Times the Street will be Closed Including Set-up and Clean-up	EVENT TIMES: Entire Event Duration Times	TRAFFIC MONITORING: Times you Need Presence of Police Officers on the Street
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Traffic Control	Date	Time	Event Times	Date	Time	Monitoring	Date	Time
Start:	11/28/19	5:00 a.m.	Start:	11/28/19	10:00a.m.	Start:	11/28/19	defer to PD
End:	11/28/19	2:00 p.m.	End:	11/28/19	2:00p.m.	End:	11/28/19	defer to PD

MULTIPLE DATE BREAKDOWN

Date	Time Start	Time End	Date	Time Start	Time End
Pre-staging 11-27-19	2:00 p.m.	11-28-19 5:00 a.m.			
Montana from Mesa/Campbell					

5 EXPECTED EVENT ATTENDANCE

Number of Participants/Spectators/Attendees: 3,000-4,000 Event Staff/Volunteers: 600-700

Vehicles: 100-200 Other (specify): 60 horses Total Number of People Expected: 250,000

6 **EVENT CLEANUP**

Method of Street/Right-of-Way/Park Cleaning: Applicant City Cleaning Services
 Downtown Management District
 3rd Party Professional Services: _____

On-Site Responsible Party for Cleanup: _____
Cell: _____ Cleaning and Sanitation Plan Description: _____

*The El Paso City Code requires applicants to clean the street, sidewalks, parks and other rights-of-way from all event litter and debris. In the event that the areas are not cleaned by the applicants, the City may perform such cleaning at a cost to the applicant. Arrangements may be made in advance to perform the cleaning, at a cost, by requesting the services below.

If requesting City Cleaning Services **type of cleaning requested:** Street Sweepers as per contract

*In the event that the City is unable to perform the requested street, sidewalk, and right-of-way cleaning services, the Applicant will be notified. Such notices do not relieve the Applicant of obligation under the El Paso City Code to keep the event areas clean of all litter and debris, whether caused by the Applicant, participants, or spectators to the event.

7 **ALCOHOL SALES AND CONSUMPTION**

Insurance and other provisions may be required when serving, consuming or selling alcohol. All alcohol sales require a TABC License.

Will alcoholic beverages be sold, served or consumed at the event? Yes No
Will alcoholic beverages be sold, served or consumed in a City Park? Yes No
Will alcoholic beverages be sold, served or consumed on City Right-of-Way? Yes No

FOR ALCOHOL SALES ONLY - Trade Name of TABC License Applicant: _____

8 **TRAFFIC CONTROL PLAN** *Not Applicable for Parade Applications

Barricade Company: Traffic Control Specialists Alley Affected: Yes No

Description of Closure (Street, Lane, Sidewalk, etc.): _____

9 **POLICE AND SECURITY**

Parades Only: Will someone other than the El Paso Police Department conduct traffic enforcement services?
 Yes No If yes, what office or organization: _____

The office or organization must submit a signed letter on department letterhead indicating that they will be providing traffic enforcement services.

Are you hiring security guards? Yes No Number of Guards: _____

Security Company: _____

Contact Person: _____

Address: _____ City/State/Zip: _____

Work Phone: _____ Cell: _____ Email: _____

10 **PARKING METERS**

All parking meters requested for exclusive use will be bagged at 6 a.m. on the start date selected. *Additional fees may apply.*

Do you need Parking Meters **within the event footprint** to be bagged for exclusive use? Yes No

Do you need Parking Meters **outside the event footprint** to be bagged for exclusive use? Yes No

Start date of exclusive use for parking meters: _____

End date for exclusive use of parking meters: _____

Total number of days: _____ Meter Numbers: _____

From Street: _____ To Street: _____

From Street: _____ To Street: _____

11 **FIRE AND SAFETY**

All temporary fencing, barriers and temporary structures must be detailed on the site plan. A public safety plan, crowd managers and/or fire guard may be required and must be approved by EPFD.

Will temporary fences or barriers be erected? Yes No

Will temporary membrane structures be erected (tents, canopies)? Yes No

Will stages or other structures be erected? Yes No

Quantity and Size of Structure(s): _____

Description/Purpose of Structure(s): _____

How will you supply electrical power to your event? N/A

Will compressed gasses be used? Yes No (If Yes) Flame Type: Cooking Display/Ceremonial

Will the event feature or utilize fireworks/pyrotechnics? Yes No

Contractor Company: _____ License: _____

Contact Person: _____ Address: _____

City/State/Zip: _____ Work Phone: _____

Cell: _____ Email: _____

12 **AMPLIFICATION USE**

Will your event use amplified devices, microphones, speakers, instruments? Yes No

of Microphones _____ # of Speakers _____ # of Amplifiers _____ Other: _____

Purpose of Amplification: Announcements Ambience Concert Advertising

Location Description of Amplification Devices: On floats only. Bands and other musical groups will play live w/o speakers

*Amplification utilized during the event shall comply with the noise standards set forth in Chapter 9.40 (Noise) and 13.28 (Sound Amplifying Devices) of the El Paso City code.

13 **ANIMALS**

Will your event feature animals? Yes No Type(s) of Animals: Horses and dogs

How will the animals be used during the event? Show

Will on-site housing be provided? Yes No Describe Housing: _____

*Applicants are required to keep event footprint clean and free of animal excrement during the event.

14 **FOOD SALES**

Will the event feature food, beverage or merchandise vendors? Yes No

Approximate number of food locations: Refer to Big Boy Concessions

Approximate number of beverage locations: Refer to Big Boy Concessions

Approximate number of pre-packaged food locations: Refer to Big Boy Concessions

Approximate number of exposed food locations: Refer to Big Boy Concessions

SPECIAL EVENT NOTIFICATION AFFIDAVIT Special Event Permit Application Notice of Proposed Closure Requirements

Pursuant to §13.38.040(D)(3) of the El Paso City Code, the special event permit applicant must provide proof that notice of the proposed closure has been issued to each affected person and neighborhood association, if applicable, whose boundaries are included within, either wholly or partially, or whose property abuts the proposed closure area. Such notice shall be provided on a form prescribed by the Permit Official containing the name and address of each affected person, and a space in which the affected person or authorized representative of the neighborhood association may indicate with an original signature whether the affected person or neighborhood association opposes the closure.

Notice may be provided using the City of El Paso notice form and mailed by the United States mail. The notice must state the type of event, the date(s) of the event, the location of the event, the specific street closures and the time the streets will be closed. The applicant for a special event permit shall provide written notice, at applicant's expense to all affected persons defined in 13.38.020(A) of the El Paso City Code as the property owner, property manager or tenant of each property abutting the portion of a public right-of-way to be closed, and to the City of El Paso Event Permit Coordinator at One-Stop-Shop, c/o Event Permit Coordinator, 811 Texas Ave., El Paso, TX 79901.

_____ Notice must be mailed out a minimum of 30 days prior to event date.
Date of Mail-Out

Event Holder is required to include the following language on the notice:
Failure of a property owner to return written comments within fourteen (14) days shall be considered as non-opposition to the proposed Special Event.

I certify that I have received the mailing list and have sent notification to all affected persons and neighborhood association included on the list on a form prescribed by the City as per §13.38.040(D)(3) of the El Paso City Code.

Boellers BERNIE OLLVAS 05/31/19
Applicant Signature Print Name Date

Office Use Only

Date Event Notification Received: _____ Reviewed by: _____

STATE OF TEXAS §
COUNTY OF EL PASO §

ON CONTRACT

This instrument was acknowledged before me this _____ day of _____, 20_____.

My Commission Expires:

NOTARY PUBLIC, Signature

I understand that at least 50% of the estimate for City Services (excluding Parks), including Police and Cleaning, must be paid a minimum of 48 hours in advance of the event or prior to permit issue, or my event may be cancelled.

Contract _____ (initials)

I understand that any estimate I am provided (excluding Parks) is only an approximation of the actual cost. I will be responsible for paying the full cost of the City Services provided to me, which may be higher than the estimates provided.

Contract _____ (initials)

If requesting City Cleaning Services: I hereby request that the City of El Paso provide the cleaning as indicated above and as the City and its employees deem appropriate. I am obligated under the El Paso City Code to keep event areas clean of all litter and debris, whether caused by myself, participants, or spectators to the event. I agree to pay the City for the costs of such cleaning services when I am billed for such services.

Contract _____ (initials)

Applicant will coordinate with applicable City Departments, state or federal agencies to obtain any necessary permits and approvals required for the proposed event and use of premises, including, but not limited to, sound amplification and the sale of alcoholic beverages.

RELEASE: In consideration of the permit for use of city streets, sidewalks, and other public places, it is understood that the applicant(s) contained herein do hereby release and discharge the City, its respective officers, directors, agents, and employees, jointly and severally, from any and all liability for illness, injuries, and damages that may be suffered which arise out of or result from participation in this event.

ACKNOWLEDGEMENT: I attest that this application is complete and accurate to the best of my knowledge. I understand that any inaccurate or incomplete information provided on this application may delay obtaining the Parade Permit.

Applicant Name Bernie Olivas Signature 
Date 05/31/2019

OFFICE USE ONLY

Received/Paid

Accepted By: _____



Exhibit A1
Track Access Request - Special Event



SMTAP19 –

Office Use Only

DOWNTOWN UPTOWN

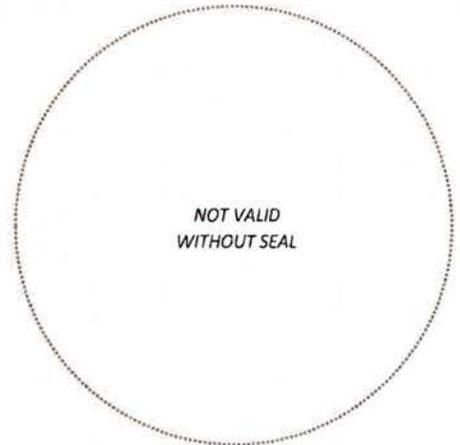
CSEV: _____

Office Use Only

Date of Submission: 05/30/2019
Date of Event: 11/28/2019
Hours of Event: From To
5:00 a.m. 2:00 p.m.

Requestor: Bernie Olivas
Title: Executive Director
Company: Sun Bowl Association
Address: 4150 Pinnacle, Suite 100
Cell Number: 915-490-7255
Email Address: bolivas@sunbowl.org

Description of Event:
Thanksgiving Day Parade



****Site Plan and Map of Special Event Location and Staging Areas Must Be Included with Application****

Number of Participants: 4,000 Participants, 750,000 attendees _____

Limit of Access:

Street Intersection
Arizona/Rio Grande and Yandell
Street Name Street Name

Street: Stanton
Choose One - (Santa Fe, Franklin, Kansas, Father Rahm, Stanton, Baltimore, Oregon)

From: Arizona **To:** Yandell
Cross Street Cross Street

Do you have a valid Track Access Training Card? Yes, provide ID #: _____

****A Valid Track Access Training Card is required at time of application submission, failure to provide a valid card ID# will result in an automatic denial of application****

Track Access Training is provided every Wednesday at 10:30 am, please contact Crystal Vega at 915-212-3465 or VegaCA@elpasotexas.gov to attend.

Does your event run parallel, cross, is in the vicinity or otherwise encroach into the Streetcar Operational Right-of-Way, as depicted in Exhibit B (El Paso Streetcar System Map)?

Yes No

Is your Special Event considered a "Moving" Special Event? (i.e., Walk, Run, Marathon, March, Parade)

Yes No

If yes, Streetcar Specific Temporary Traffic Control as referenced in Exhibit D, Temporary Traffic Control, is required at time of application submission. Failure to provide a Traffic Control Plan will result in an automatic denial of application.

Does your event include the use of vehicles or parade floats? Yes No

If Yes, provide a description of vehicle(s):

Floats, firetrucks, law enforcement vehicles etc.

Vehicle Height*: 14'6 Vehicle Width: no wider than 14' Number of Vehicles: 18-100

* Vehicle height measured from ground level to top most element of vehicle or float.

Does your event include the use of a stage, tent, canopy, elevated platform, or any temporary structure? Yes No

If Yes, provide a description of structure:

Structure Height*: _____ Structure Length: _____ Structure Depth: _____

* Structure height measured from ground level to top most element.

Acknowledgments

I Bernie Olivas (the "Applicant") understand that any encroachment into the Streetcar Operational Right-of-Way will require the use of a Streetcar Flagger, as referenced in Exhibit D, Temporary Traffic Control, for all Moving Special Events. I also understand that an approved Traffic Control Plan (TCP) will also be required and that all flaggers and signage meet Texas Department of Transportation (TxDOT) standards incorporated in the most recent edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Furthermore, I understand that the City of El Paso will not furnish a Streetcar Flagger on my behalf, and that it is the sole responsibility of the applicant to contract with a traffic control provider.

BO (initials)

I understand when there exists multiple permits, or requests for access to the ROW it shall be the policy of EPSC to accept/process requests on a first come, first serve basis. Only one (1) Permittee may occupy the same requested portion of the ROW at a time, subsequent requests for the use of an already allocated portion of the ROW will be denied regardless of permission obtained from other COEP departments, contractors, vendors, or other regulatory entity.

BO (initials)

I understand that I must provide insurance as a condition of this permit application in accordance with Exhibit E.

BO (initials)

Applicant will coordinate with applicable City Departments, state, or federal agencies to obtain any necessary permits and approvals required for the proposed event and use of premises.

Applicant releases the City of El Paso ("City"), the Mass Transit Department for the City of El Paso ("MTD") and the City's and MTD's officers, employees, and agents from any liability and claims for illness, injuries, death, property damage, and/or property loss sustained by Applicant as a result of any inaction or action by the Applicant or third party on the public right-of-way.

APPLICANT AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF EL PASO (THE "CITY"), THE MASS TRANSIT DEPARTMENT FOR THE CITY OF EL PASO ("MTD") AND THE CITY'S AND MTD'S OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS JUDGMENTS, FINES, PENALTIES, LOSS, DAMAGE, COSTS, OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), WHETHER DIRECT OR INDIRECT, DUE TO BODILY OR PERSONAL INJURY, DEATH, SICKNESS, PROPERTY DAMAGE, OR PROPERTY LOSS ARISING OUT OF APPLICANT'S ACTIONS, OMISSIONS, AND/OR ACTIVITIES. IN THE EVENT A THIRD PARTY MAKES A CLAIM OR FILES A LAWSUIT AGAINST THE CITY AND/OR MTD FOR ANYTHING RELATED TO APPLICANT'S ACTIONS, OMISSIONS, OR ACTIVITIES, THE APPLICANT SHALL DEFEND SUCH CLAIM OR LAWSUITS ON BEHALF OF THE CITY AND/OR MTD AT APPLICANT'S SOLE COST AND EXPENSE. APPLICANT FURTHER AGREES TO REPAIR ANY DAMAGE OR DISTURBANCE TO CITY AND/OR MTD PROPERTY CAUSED BY THE APPLICANTS. APPLICANT AGREES THAT FOR PURPOSES OF THIS PROVISION THE ACTIONS, OMISSIONS, AND/OR ACTIVITIES INCLUDE THOSE OF THE APPLICANT'S AGENTS, EMPLOYEES, OFFICERS, CONTRACTORS, AND SUBCONTRACTORS.

ACKNOWLEDGMENT: I attest that this application is complete and accurate to the best of my knowledge. I understand that any inaccurate or incomplete information provided on this application may delay or be cause for denial of the Track Access Permit. Furthermore, I attest that I have read, fully understand, and accept all conditions and requirements of the Track Access Program Policy.

Applicant Name: Bernie Olivas

Applicant Signature: 

Date: 05/31/19

Email Completed Applications To: MunozVX@elpasotexas.gov AND VillaMJ@elpasotexas.gov

2019

2019 Sun Bowl Parade

Date: Thursday, November ~~27~~ **28**

Start Time: The parade will begin at 10:00 at Montana/Ochoa and will run through Montana/Copia.

Train Crossing: It has been requested for all train traffic from 10:15-12:45 at the Willow crossing to be stopped.

Contact: Ivan Jaime - Cell: (210) 364-5080

AD Towing: Assists in clearing Montana Avenue the morning of the parade as well as assist with any broken down entries.

Contact: Andy Dominguez – 494-5119

Sun Bowl PD contact: SGT Raul Gomez

Concessions Vender: Big Boy Concession contracts with the Sun Bowl Association to provide all vender needs for parade day.

Contact: Danny Morales – 820-7282

Staging Area: We will stage between Montana/Mesa to Montana/Campbell. There are approximately 3,000+ people, 100 horses, 100-200 vehicles (fire trucks, law enforcement cars etc.) and 18 floats positioned there.

Review Stands/TV broadcast Area (new location): Is located at 1600 Montana Avenue (Emergence Health Network) approx. 1,500 people will be seated in the review stands. We will have 2 off duty EPPD within this compound

Break down Area: We breakdown from Montana/Copia to I 54. All units to include floats, ROTC, horses, bands etc. will unload, breakdown and disperse in buses and other vehicles.



Parade Route

Parade starts at 10:00 a.m.



Directions to the Review Stands: Located at 1600 Montana Ave.

From the East Side take Cotton St. exit
turn right at N. Dallas St.
turn left on E. Yandell
parking lot of
Emergence Health Network
located at 1601 E Yandell.

From the West Side take the
Dallas St. / Cotton St. exit
stay on N. Dallas St.
turn left on E. Yandell
parking lot of
Emergence Health Network
located at 1601 E Yandell.

From the Northeast take
US 54 South to I-10 West
take Cotton St. exit
turn right at N. Dallas St.
turn left on E. Yandell
parking lot of
Emergence Health Network
located at 1601 E Yandell.

Try to avoid Mesa from Wyoming
and Schuster

Try to avoid Stanton from Wyoming
to Arizona because it will be **Closed**

Map Key

 - Parade Route

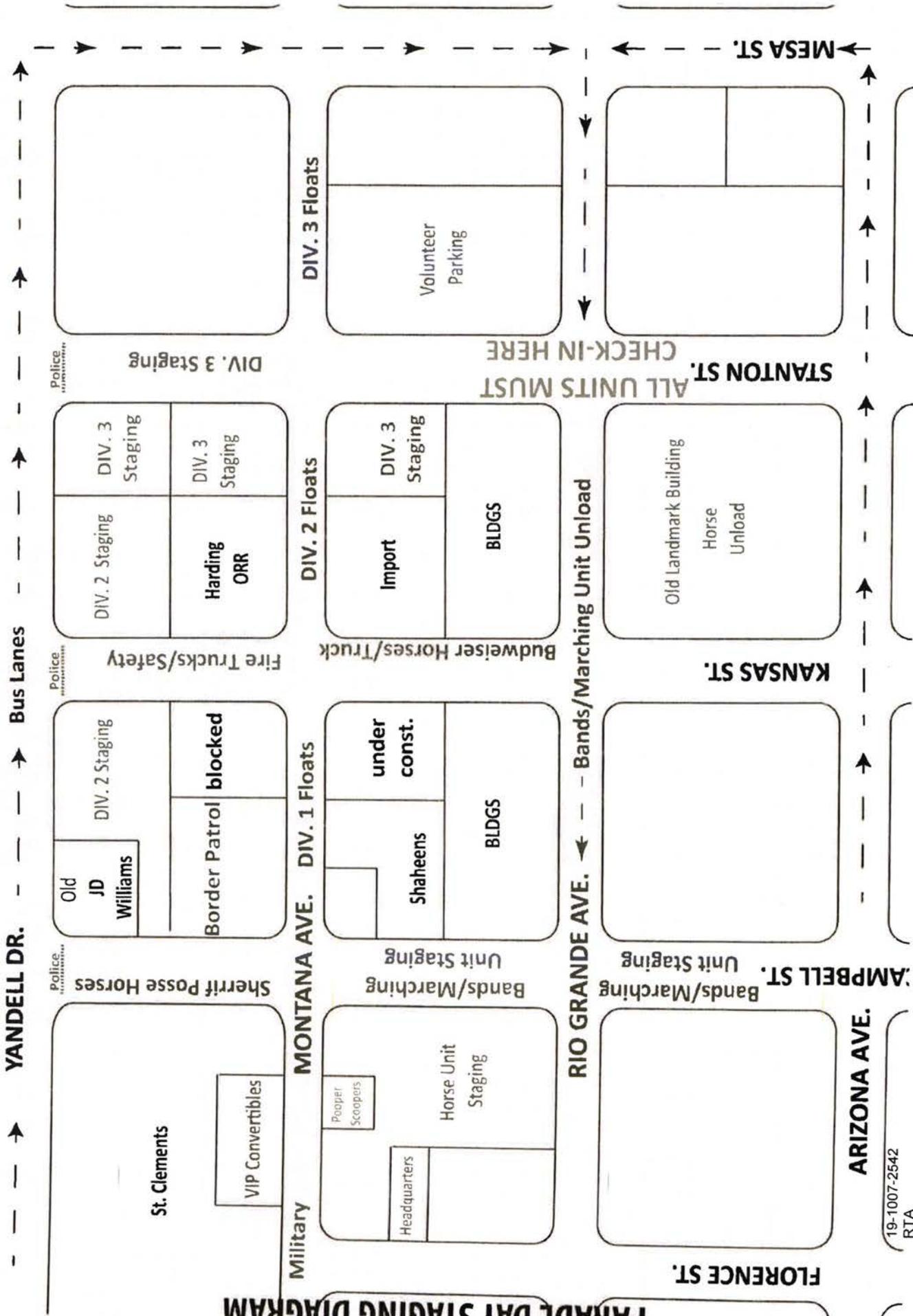
 - Review Stands

5:30 a.m. - El Paso PD & Sun City Towing will begin towing cars off Montana Ave from Mesa to I-54

7:00 a.m. - El Paso PD will shut down all traffic on Montana Ave from Mesa to I-54

All streets one block above and one block below Montana will be blocked off from Mesa to I-54

PARADE DAY STAGING DIAGRAM



YANDELL DR.

Bus Lanes

MESA ST.

Military

St. Clements

VIP Convertibles

Sheriff Posse Horses

MONTANA AVE. DIV. 1 Floats

Old JD Williams

DIV. 2 Staging

Border Patrol blocked

DIV. 2 Floats

DIV. 2 Staging

Harding ORR

DIV. 3 Staging

DIV. 3 Staging

Fire Trucks/Safety

DIV. 3 Floats

DIV. 3 Staging

MONTANA AVE. DIV. 1 Floats

Headquarters

Pooper Scoopers

Horse Unit Staging

SHAHEENS

under const.

BLDGS

DIV. 2 Floats

Import

DIV. 3 Staging

BLDGS

Budweiser Horses/Truck

DIV. 3 Floats

Volunteer Parking

DIV. 3 Floats

FLORENCE ST.

Bands/Marching Unit Staging

AMPBELL ST.

Bands/Marching Unit Staging

KANSAS ST.

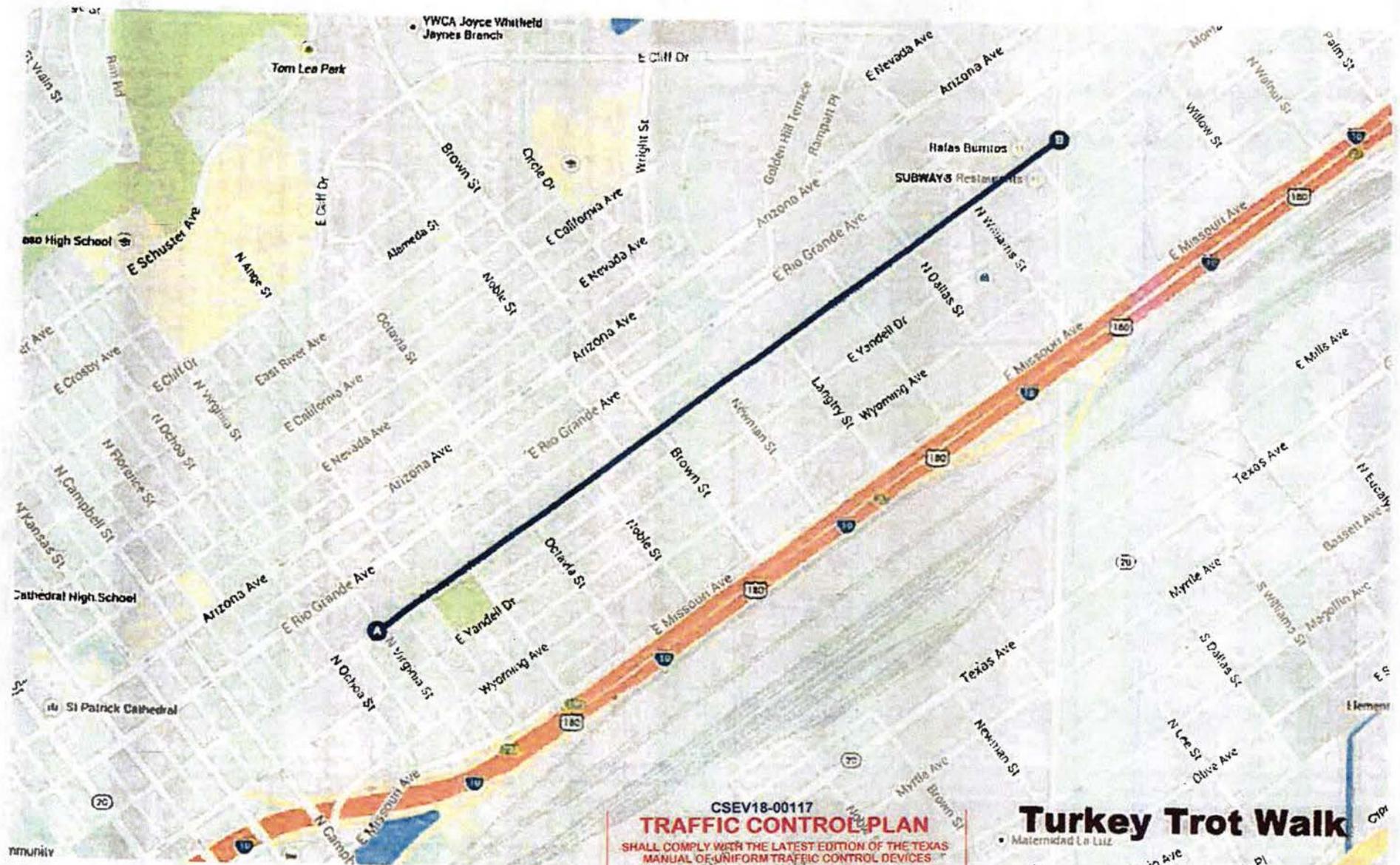
Old Landmark Building

Horse Unload

STANTON ST.

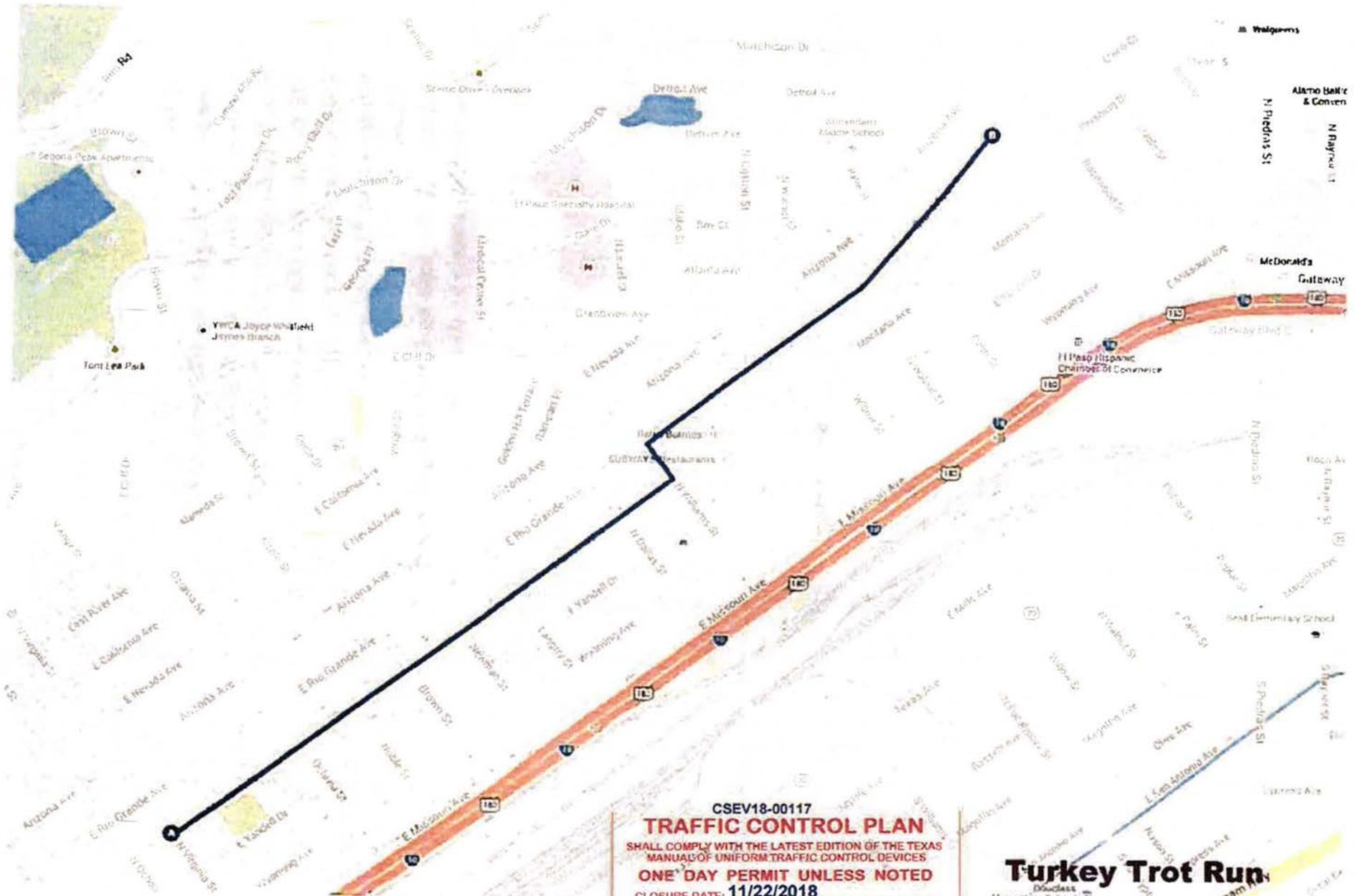
ALL UNITS MUST CHECK-IN HERE

ARIZONA AVE.



CSEV18-00117
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: **11/22/2018**
 TIME: **THU 7:15AM-9:00AM**
 BY: aw DATE: **10/16/2018**
 CITY OF EL PASO STREETS AND MAINTENANCE

Turkey Trot Walk



CSEV18-00117
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: **11/22/2018**
 TIME: **THU 7:15AM-9:00AM**
 BY: *aw* DATE: **10/16/2018**
 CITY OF EL PASO STREETS AND MAINTENANCE

Turkey Trot Run
 Douglas Elementary School
 Panamint

19-1007-2542
 RTA

RUN:

Montana & Virginia to Williams, Left

Williams to Rio Grande, Right

Rio Grande to Magnolia, Turnaround

Rio Grande to Williams, Left

Williams to Montana, Right

Montana to Finish Line at Virginia

WALK:

Montana & Virginia to Cotton, Turnaround

Montana to finish at Virginia

CSEV18-00117

TRAFFIC CONTROL PLAN

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

ONE DAY PERMIT UNLESS NOTED

CLOSURE DATE: **11/22/2018**

TIME: **THU 7:15AM-9:00AM**

BY: aw DATE: **10/16/2018**

CITY OF EL PASO STREETS AND MAINTENANCE

First Light Federal Credit Union Sun Bowl Parade



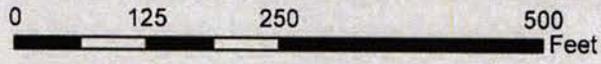
Legend

-  Operational Right-of-Way
-  Track Center Line
-  OCS Pole Location
-  Streetcar Stop



No float or vehicle staging in this area.

 Event Limits  Streetcar Flagger



The proposed event limits encroach into the Operational ROW near the intersection of Rio Grande and Stanton and Yandell and Stanton.

On item 6a of the event application, verify date and times for pre-stage. On item 14, indicate whether temporary membrane structures will be erected. On the parade route map, include all portions of areas identified in Traffic Control Plan with description. Identify all staging areas. On page 5 of the Traffic Control Plan, include the staging area in event map as shown here.

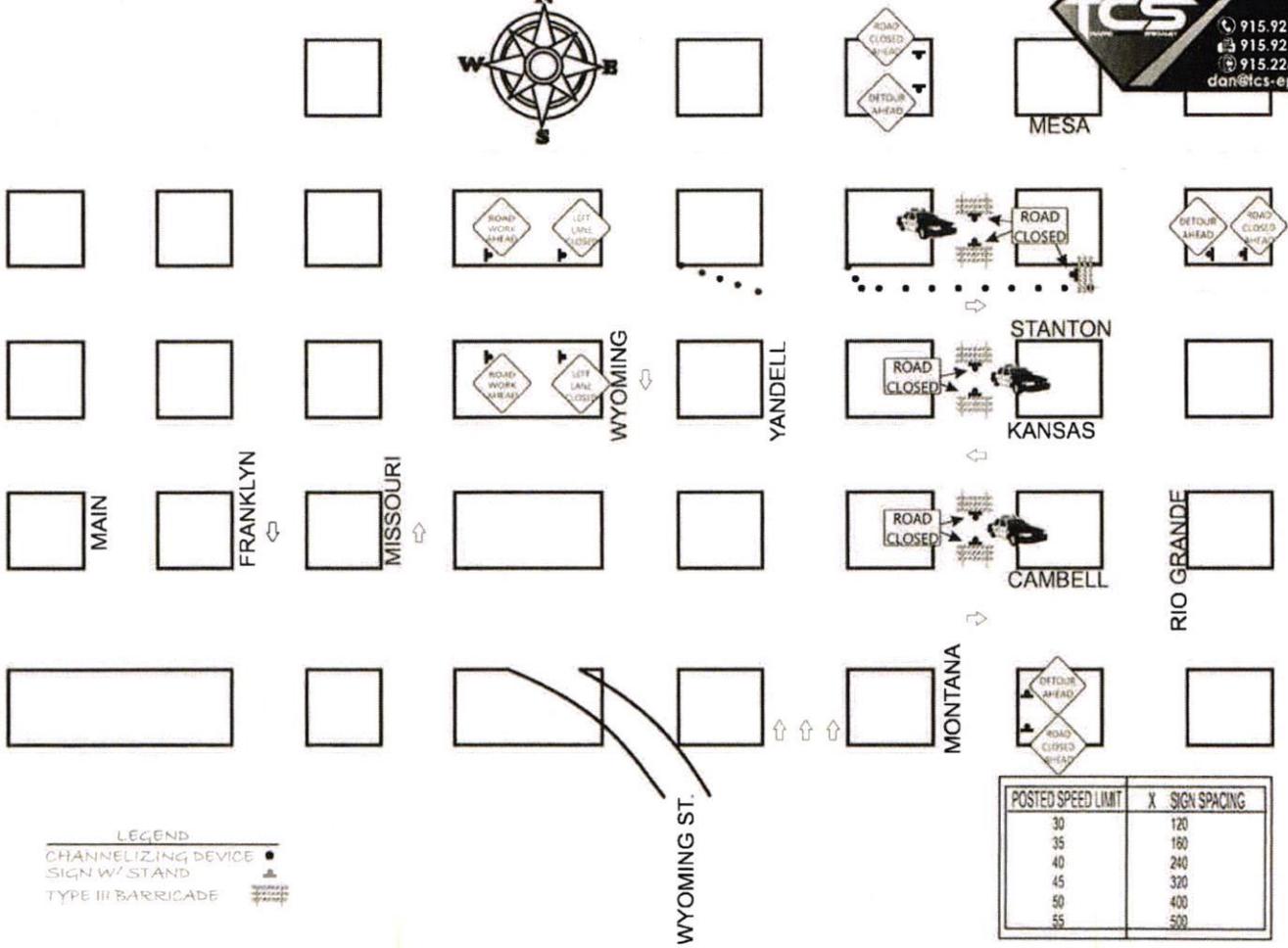
Applicant will be required to attend a Track Access Training course prior to event in addition to submitting for a Track Allocation. See attached. Flaggers will be required for this event and are to be located on the attached map. No parade vehicle or float staging is permitted within 50 feet of the centerline of the track. Maximum float height not to exceed 17 feet measured from road surface vertically. Participants on floats will need to disembark floats at the time of track crossing.

Permit No: SMTAP18-00020

19-1007-2542

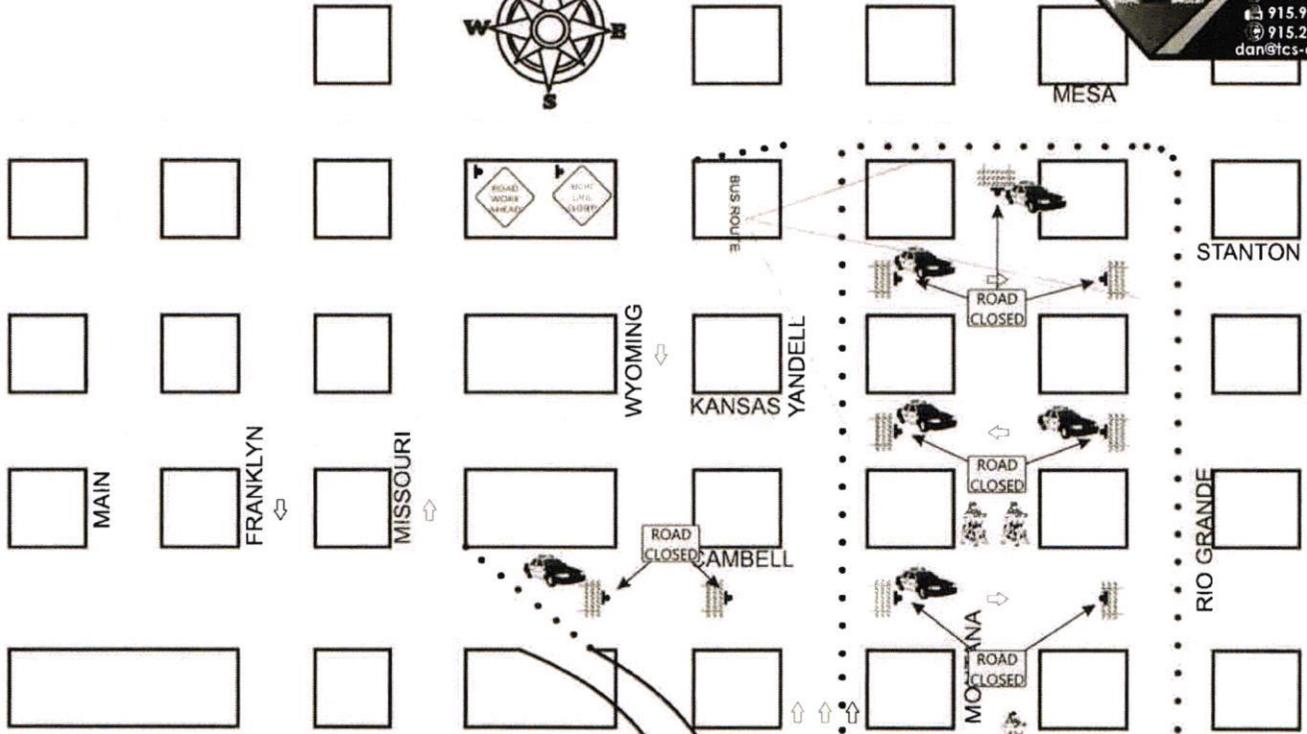
RTA

Cartography By: Vanessa Munoz on 10/15/18
Data Source: City of El Paso/Sun Metro





915.921.0300
915.921.1647
915.226.5661
dan@tcs-ep.com

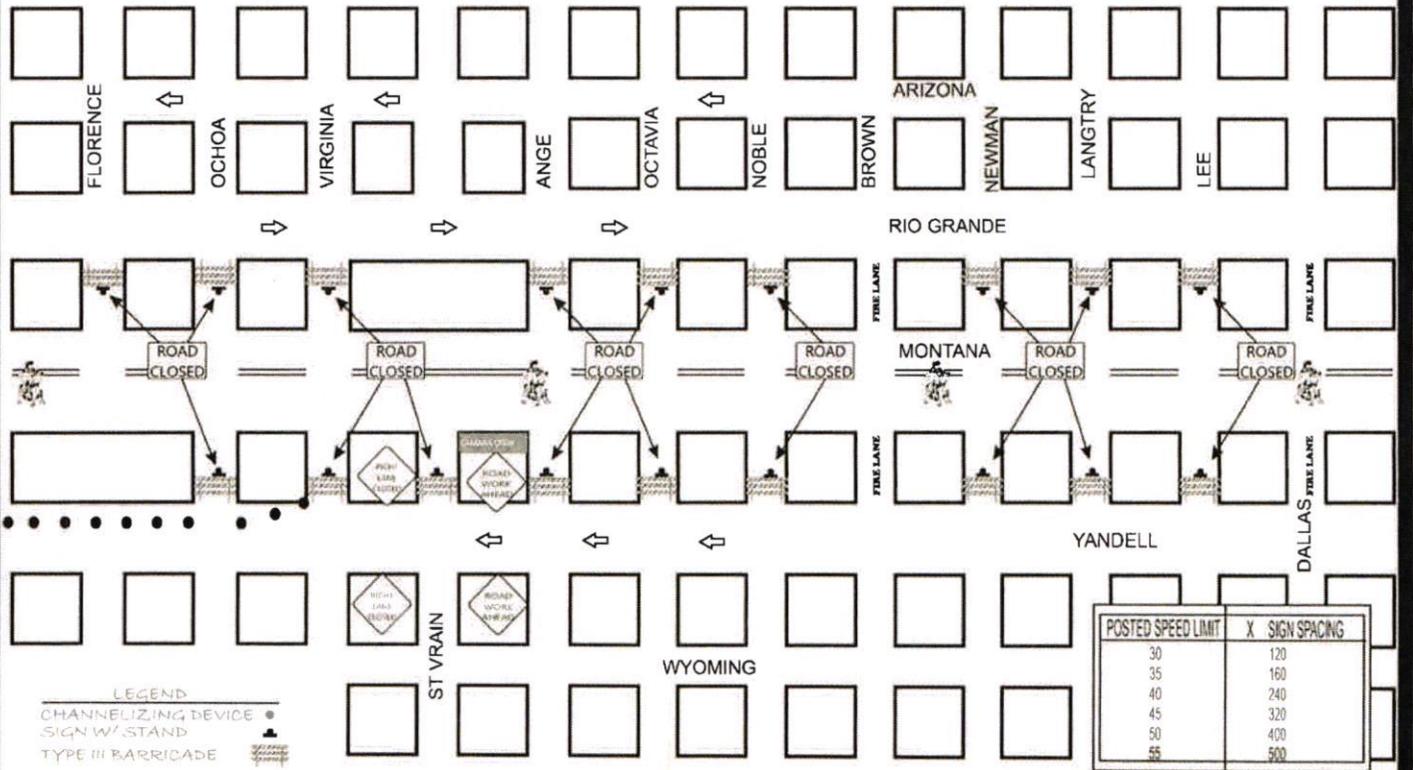


LEGEND
 CHANNELIZING DEVICE 
 SIGN W/ STAND 
 TYPE III BARRICADE 

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500



☎ 915.921.0300
 📠 915.921.1647
 📧 915.226.5661
 ✉ dan@tcs-ep.com



LEGEND
 CHANNELIZING DEVICE
 SIGN W/ STAND
 TYPE III BARRICADE

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500

PG. 3

SUN BOWL ASSOCIATION

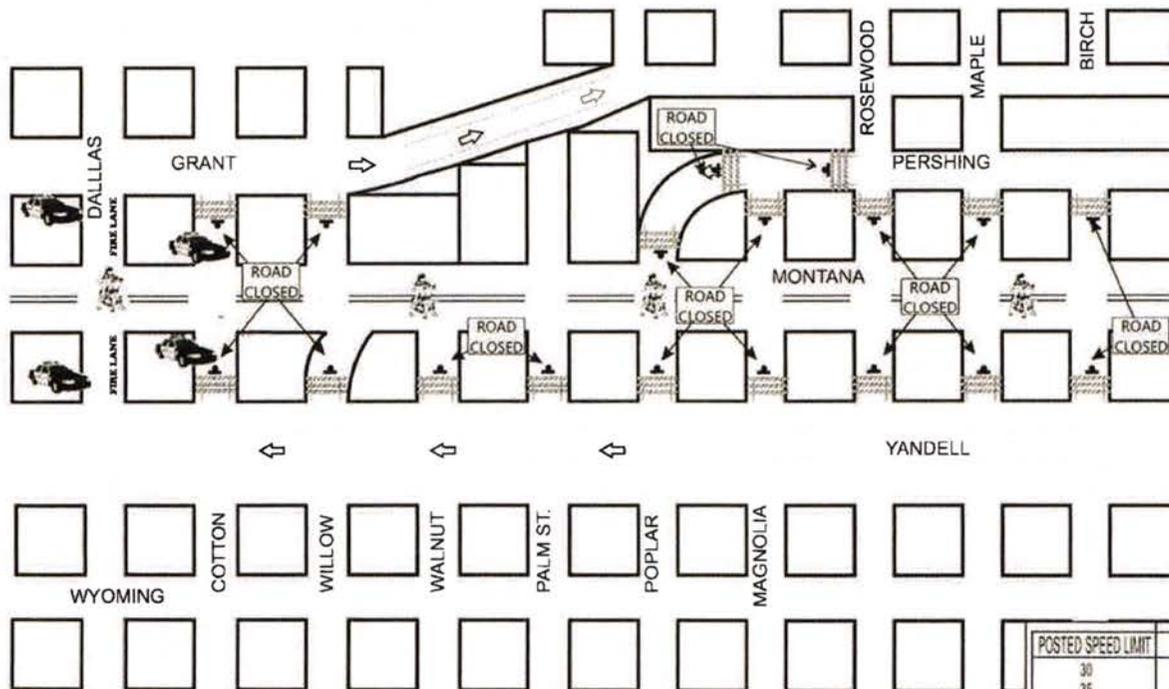
SUN BOWL THANKSGIVING PARADE

WWW.TCS-EP.COM

WWW.TCS-EP.COM




☎ 915.921.0300
 📠 915.921.1647
 📧 915.226.5661
 dan@tcs-ep.com



LEGEND
 CHANNELIZING DEVICE ●
 SIGN W/ STAND 🚧
 TYPE III BARRICADE 🚧

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500

PG. 4

SUN BOWL ASSOCIATION

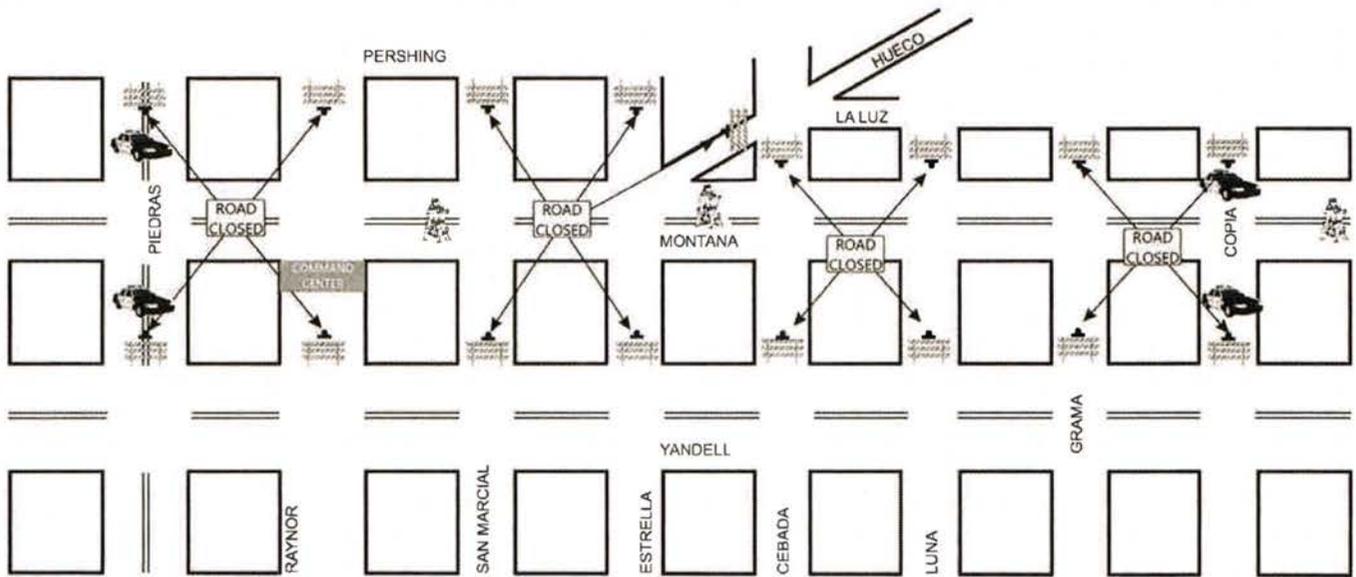
SUN BOWL THANKSGIVING PARADE

WWW.TCS-EP.COM

WWW.TCS-EP.COM

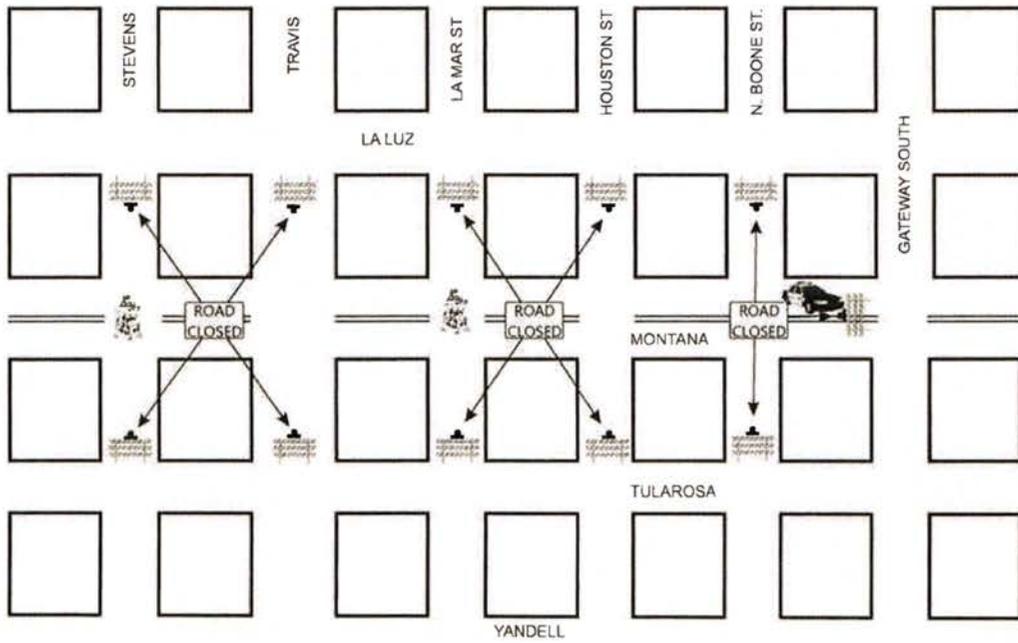


915.921.0300
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915.226.5661
dan@tcs-ep.com





915.921.0300
915.921.1647
915.226.5661
dan@tcs-ep.com



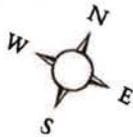
PC. 6

SUN BOWL ASSOCIATION

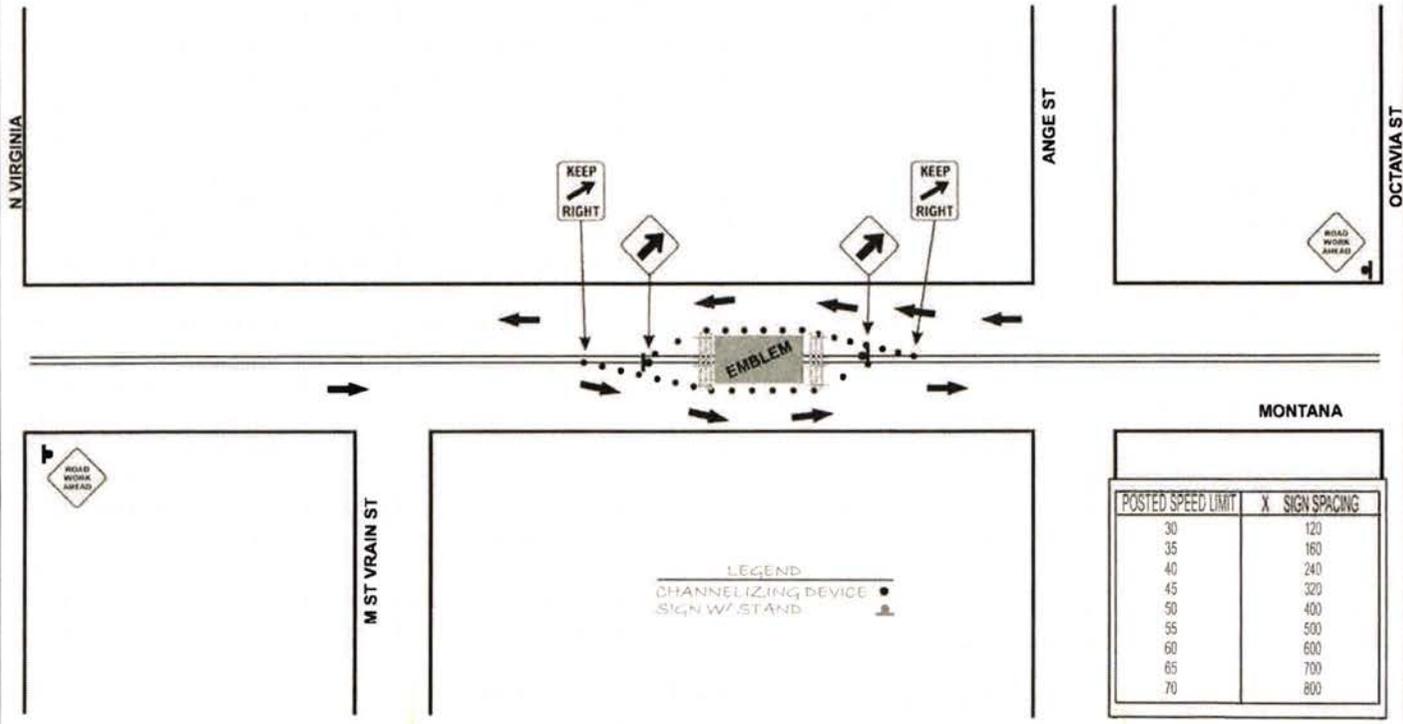
SUN BOWL THANKSGIVING PARADE

WWW.TCS-EP.COM

WWW.TCS-EP.COM



915.921.0300
 915.921.1647
 915.226.5661
 dan@tcs-ep.com



LEGEND
 CHANNELIZING DEVICE ●
 SIGN W/ STAND ■

MONTANA

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

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 the The Sun Bowl Association a Texas Nonprofit corporation, hereinafter referred to as "Contractor."

WHEREAS, on August 20, 2019, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 53 of the Fiscal Year 2019 Budget Resolution; and,

WHEREAS, Contractor has applied and been qualified for City support under the established criteria for costs related to traffic control and public safety related to Contractor’s event, the Sun Bowl Thanksgiving Parade, hereinafter referred to as “Event”; and,

WHEREAS, the City Council finds that participation by the City in the Event will provide direct benefits to the public and serve the municipal purpose of providing recreational, health and community activities and benefits for the residents and visitors to the City; and,

WHEREAS, the City agrees to provide support as 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 from the date signed by the last party in time to sign below, who shall affix that date onto the contract, and shall be effective for a period of 30 days from the date of the Event. The event shall take place on Thursday, November 28, 2019.

2 CONSIDERATION.

2.1 The Contractor agrees to provide the following services:

2.1.1 Manage and operate the Event on Thursday, November 28, 2019, upon the route approved by the City through the Parade Permit No. CSEV19-00123, or as modified in writing by the parties.

2.1.2 Comply with all terms of the Permit No. CSEV19-00123, attached hereto as 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 13.36.080 of the City Code and/or as required by the terms of this Contract.

2.1.4 Allow any person to participate in the Event, and may not make participation in the Event contingent upon the paying of an entry fee.

2.2 In exchange for Contractor's services, the City agrees to provide support of the Event by covering Contractor's costs related to production of the Event in the amount up to SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) for public safety, park rental, fire permits, street cleaning, and solid waste removal fees imposed by the City. City shall send an invoice to the Contractor for any public safety, street cleaning and solid waste removal services performed by the City in excess of \$65,000.00 and Contractor shall pay such amount within 30 days of its receipt of the invoice.

2.2.1 This assistance shall be as necessary as determined by the City in accordance with Section 13.36 of the City Code.

2.2.2 If the City determines it appropriate, stand-by assistance from City Fire Department personnel and Emergency Medical Service personnel will present. Such personnel may inspect equipment involved in the Event and perform any other assignments as the City to be appropriate. However, nothing in this agreement shall create any additional legal duties or responsibilities other than those general duties to provide police, fire or emergency medical protection or assistance which may or may not already exist for the general public, and the City and its employees cannot and do not guarantee or otherwise provide any assurances as to the adequacy of or safety regarding any equipment which the City's employees may inspect.

3 **IN-KIND ASSISTANCE AND PAYMENT OF CERTAIN FEES.**

3.1 Contractor shall obtain the permits and pay for the Event as required the El Paso City Code as invoiced by the City.

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

3.3 The City shall pay the public safety, street cleaning, park rental, fire permits and solid waste removal costs for the Event in an amount up to the dollar amount set forth herein (30) days of processing of such costs.

3.4 Contractor shall provide recognition of the City's support of the Event by including the City logo in the Event and/or advertisements of the Event, as possible, with the City's prior approval of such.

4 **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.

4.1 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.

5 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.

6 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.

7 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:

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

7.1.1 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.

7.1.2 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.

- 7.1.3 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.

7.2 INDEMNITY AS A CONDITION OF THIS AGREEMENT, CONTRACTOR OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO ARTIST EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. ARTIST SHALL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS ARTIST MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON

BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. ARTIST SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY ARTIST PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY ARTIST, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO ARTIST'S PROPERTY FROM ANY CAUSE.

- 8 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.
- 9 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.
- 10 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.
- 11 TERMINATION.**
- 11.1 Termination by Mutual Consent.** The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.
- 11.2 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.
- 11.3 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.
- 11.4 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.

11.5 Upon termination of this Contract, except as otherwise provided herein, all duties and obligations of the parties to this Contract shall cease.

12 **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.

13 **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.

14 **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.

15 **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.

16 **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
City of El Paso
PO BOX 1890
El Paso, TX 79950-1890

CONTRACTOR: The Sun Bowl Association
Attention: Bernie Olivas
4150 Pinnacle, Suite 100
El Paso, Texas 79902

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.

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.

Each person signing below represents that he or she has read this Contract in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

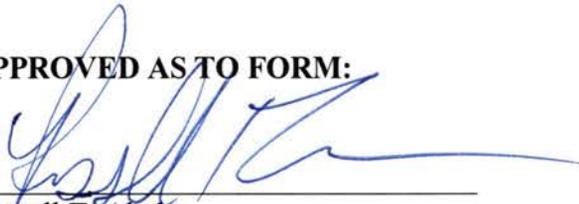
19 **EFFECTIVE DATE.** This Contract is effective as of _____, 2019.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ACCEPTANCE

The attached instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2019.

CONTRACTOR:

Name Printed: Bernie Olivas
Title: _____

(Exhibits on the following pages)