

DATE: September 29, 2004

TO: CITY CLERK

FROM: West Texas Confederation of Clubs
Armando Parra
1137 Lomaland
El Paso, Texas 79907

04:007 127 127

Telephone No. (915) 479-2415
(8:00 AM – 5:00 PM)

Please place the following item on the **REGULAR** Agenda for the Council Meeting of:

October 26, 2004

Item should read as follows:

West Texas Confederation of Clubs to hold a motorcycle toy run on November 7, 2004 from 11:15 a.m. to 12:30 p.m. Route: Start at the Stateline Restaurant on Sunland Park Drive to Paisano, proceed north on Paisano, east to Boone, south to Delta, east to North Loop, east to Lee Trevino, north to Gateway East, east to Margarita's Night Club (19.8 miles). Approximately 400 persons, 5 vehicles, and 250 motorcycles will take part. Request waiver of fees for \$15.75 for processing of application and waiver of fees for the necessary police traffic assistance. Signed affidavit submitted. (Districts 1,3,6,7, & 8) [Armando Parra]

SPECIAL INSTRUCTIONS:

PERMIT # 04-127

BUILDING PERMITS & INSPECTIONS USE Item No. _____

POLICE DEPARTMENT

FIRE DEPARTMENT

SUN METRO

~~N/A~~ PARKS DEPARTMENT

ENGINEERING/TRAFFIC

TXDOT

~~N/A~~ STREET DEPARTMENT

~~N/A~~ CIVIC CENTER

COMPLETE

REQUEST FOR TEMPORARY USE OF
CITY STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

Fees: \$15.75 One event to take place on one day. [36010119/404123]
\$21.00 Multiple permits for two or more similar events to take place on consecutive days. (Please note: a street may not be continuously blocked for more than 24 consecutive hours. If a multiple use permit is granted, the street must be cleared, cleaned and opened between the two separate uses.)

(Please type or print)

1. Applicant:

WEST TEXAS CONFEDERATION OF CLUBS

(Person/Organization)

Contact Person:

ARMANDO PARRA

Name

1137 LOMALAND EL PASO TX 79907

Street Number

City

State

Zip Code

479-2415

Telephone No.

Between 8:00 AM - 5:00 PM

2. Type of Event:

MOTORCYCLE TOY RUN

(Moving)

Parade

Demonstration

Foot Race/Walk

Bike Race

Other: _____

(Stationary)

Block party

Bazaar

Festival

Sidewalk Sale

Other: _____

3. Date of Event:

Nov. 7, 2004

Total Time of Event:

from 11:15 AM to 12:30 PM

(Time)

(Time)

Time in which police traffic control services will be needed:

from 11:15 AM to 12:30 PM (1 hr - 15 min.)

This is the time in which police officers will be moving your event on the streets. This is the time for which you will be charged for police traffic control.

10/12

Regular

4. Approximate number of participants:
400 Persons 5 Vehicles 0 Animals 250 Other Specify: MOTORCYCLES

*Section 13.32.100 requires you to keep the parade route clean and free of animal excrement during the parade.

5. Approximate or anticipated number of spectators: 0

6. Purpose of Event: (i.e. fund-raiser, school activity, etc.)

22ND ANNUAL TOY RUN

If this is a fund-raiser and you estimate that you will raise over \$500, please list your Charitable Solicitation Permit number: _____

7. Proposed Route: (streets, parks, sidewalks to be used or blocked)
ATTACH A CLEAR AND SPECIFIC HAND DRAWN MAP

STATELINE RESTAURANT ON SUNLAND PARK DR - NORTH TO PAM SANDO -
EAST TO BOONE - SOUTH TO DELTA - EAST TO NORTH LOOP - EAST TO LEE
TRAVINO - NORTH TO GATEWAY EAST - EAST TO MARGARITA'S (19.8 miles)

Location of assembly area, if separate or different:

INTERNATIONAL TRUCK DRIVING SCHOOL
141 QUINELLA SUNLAND PARK, NM 88063

IMPORTANT INFORMATION REGARDING TRAFFIC CONTROL:

If traffic control will be provided by the El Paso Police Department for a moving event, you must submit a map of the route for the event. The Police Department will then prepare a traffic control plan along with an estimated cost for their services as provided in Section 13.32.110. You will be billed for the actual cost after the event.

If traffic control will not be provided by the El Paso Police Department, then you must submit a map and written traffic control plan to Building Permits & Inspections or the Engineering/Traffic Division, not less than seven days prior to the date of the event.

You will also be responsible for paying for and providing any barricades and signs. The barricading shall be manned and the barricading and signing shall comply with the provisions set forth in the State's

"Manual of Uniform Traffic Control Devices." Please feel free to contact the City's Engineering/Traffic Division, 6th Floor, 541-4050, for more information.

8. Amplification devices to be used: Yes No

Use permitted only between the hours of 7 a.m. and 10 p.m.

If amplification is being requested, number of and sound amplifying capacity of microphones, amplifiers and speakers proposed to be used. Also, state whether or not the purpose is advertising any goods, property, services, or entertainment, the primary purpose of which advertising is the making of a profit for a business.

Regarding the use of San Jacinto Plaza, amplification may only be used on the stage. If you wish to use this area, you must also contact the Parks and Recreation Department, 6th Floor, and reserve the stage. A fee is charged for the use of this area. Additionally, other ordinances may apply to or restrict the use of city-owned property, including parks.

9. Method of Street and Right-of-Way cleaning:

NO CLEANING REQUIRED - MOTORCYCLES JUST DRIVE BY

Section 13.32.100 requires you to clean the streets, sidewalks, and other rights-of-way from all event litter and debris, including that left by spectators. In the event that you do not clean these areas, the City may perform such cleaning and you will be charged. You may also arrange in advance to have the Street Department perform the cleaning for a charge by filling out a separate request form and submitting it to Building Permits & Inspections Office no later than fourteen days prior to the date of the event.

RELEASE: In consideration of the permit for use of city streets, sidewalks, and other places held for public use, it is understood that the applicant(s) contained herein do hereby release and discharge the City, and 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.

[Handwritten Signature]
Signature of Applicant

9/23/04
Date

For WEST TEXAS CONFEDERATION OF CLUBS
(Organization/Sponsor, if any)

Please note: If the parade or temporary event is designed to be held by or for any person other than the applicant, the applicant shall attach a communication in writing from the person authorizing the applicant to apply for the permit.

For Office Use Only

Event: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

\$15.75 Fee Paid: _____
\$21.00

City Council Hearing: OCTOBER 12, 2004

Copy to:

Police Department
 Fire Department
 Sun Metro
_____ Parks Department

Engineering-Traffic Div.
 Highway Department
_____ Street Department
_____ Civic Center

Comments:

PERMIT

EVENT: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

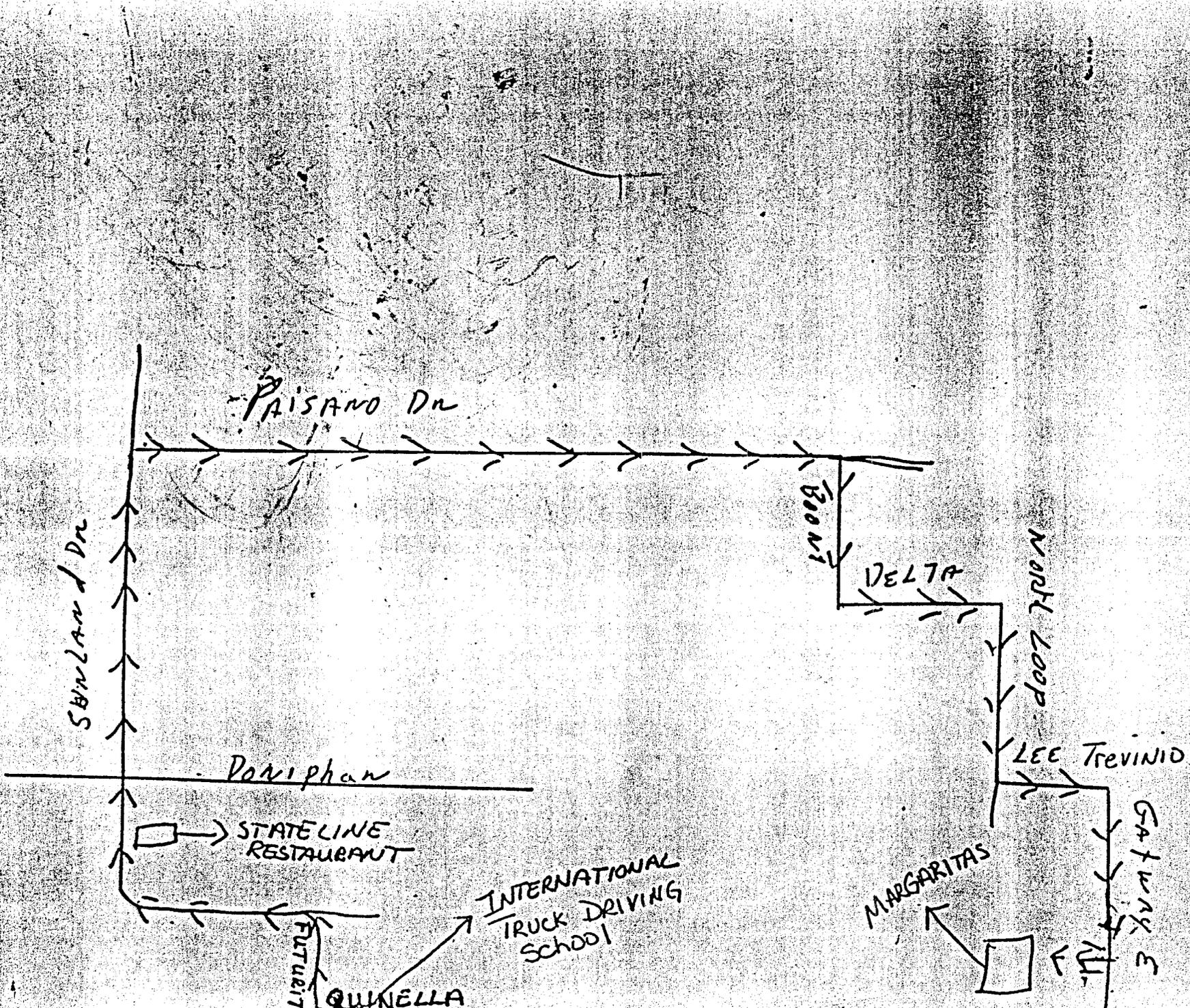
LOCATION STATELINE RESTAURANT ON SUNLAND PARK DR, PAISANO, BOONE, DELTA, NORTH LOOP, LEE TREVINO, GATEWAY EAST, AND MARGARITA'S NIGHT CLUB

DATE OF EVENT: NOVEMBER 7, 2004 FROM 11:15 A.M. TO 12:30 P.M.

City Council Action: Approved Disapprove Approve W/Mod

Date Permit Issued: _____ Permit No.: _____

R. Alan Shubert, P.E.
BUILDING PERMITS & INSPECTIONS DIRECTOR



(AFFIDAVIT on behalf of an Organization, page 2)

Length of time of existence of entity 9 yrs

Annual income (including grants, gifts, etc.) 0

Property owned 0

Cash or checking accounts 0
(list the dollar amount of funds held by the organization)

Other assets 0

Debts 0

Annual expenses (state the total amount and list each expense of \$50.00 or more annually)

0

NOTE: You must attach copies of financial or other documentation of the organization that support your claim of indigency, or attach an explanation on a separate sheet as to why you cannot provide such documentation.

Has this organization, within the last two years, solicited or engaged in any fund-raising activities?

Yes. If yes, please explain the types of activities and the results: _____

2003 TOY RUN

No. If no, please explain why no such activities have taken place: _____

(continue on following page)

September 28, 2004

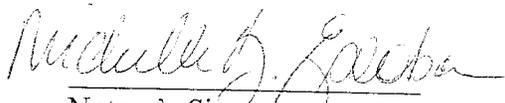
To Whom It May Concern:

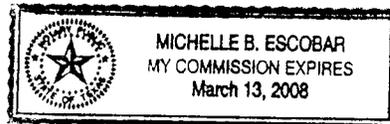
The West Texas Confederation of Clubs is an indigent organization and does not have the funds to pay for city services.

Thank You,


Armando Parra

Subscribed (signed) to and sworn (or affirmed) to before me this 28th day of SEPTEMBER 2004.


Notary's Signature



For Office Use Only

Event: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

\$15.75 Fee Paid: _____
\$21.00

City Council Hearing: OCTOBER 12, 2004

Copy to:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Police Department | <input checked="" type="checkbox"/> Engineering-Traffic Div. |
| <input checked="" type="checkbox"/> Fire Department <i>C. J. W. L. F. O. S.</i> | <input checked="" type="checkbox"/> Highway Department |
| <input checked="" type="checkbox"/> Sun Metro | <input type="checkbox"/> Street Department |
| <input type="checkbox"/> Parks Department | <input type="checkbox"/> Civic Center |

Comments:

PERMIT

EVENT: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

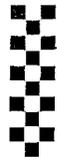
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R. Alan Shubert, P.E.
BUILDING PERMITS & INSPECTIONS DIRECTOR



For Office Use Only

Event: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

\$15.75 Fee Paid: _____
\$21.00

City Council Hearing: OCTOBER 12, 2004

Copy to:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Police Department | <input checked="" type="checkbox"/> Engineering-Traffic Div. |
| <input checked="" type="checkbox"/> Fire Department | <input checked="" type="checkbox"/> Highway Department |
| <input checked="" type="checkbox"/> Sun Metro | <input type="checkbox"/> Street Department |
| <input type="checkbox"/> Parks Department | <input type="checkbox"/> Civic Center |

Comments:

*Sun Metro has no objection
to the toy run.*

L. Lujan 9/29/04

PERMIT

EVENT: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

LOCATION STATELINE RESTAURANT ON SUNLAND PARK DR, PAISANO, BOONE,
DELTA, NORTH LOOP, LEE TREVINO, GATEWAY EAST, AND
MARGARITA'S NIGHT CLUB

DATE OF EVENT: NOVEMBER 7, 2004 FROM 11:15 A.M. TO 12:30 P.M.

City Council Action: Approved Disapprove Approve W/Mod

Date Permit Issued: _____ Permit No.: _____

R. Alan Shubert, P.E.
BUILDING PERMITS & INSPECTIONS DIRECTOR

For Office Use Only

Event: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

\$15.75 Fee Paid: _____
\$21.00

City Council Hearing: OCTOBER 12, 2004

Copy to:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Police Department | <input checked="" type="checkbox"/> Engineering-Traffic Div. |
| <input checked="" type="checkbox"/> Fire Department | <input checked="" type="checkbox"/> Highway Department |
| <input checked="" type="checkbox"/> Sun Metro | _____ Street Department |
| _____ Parks Department | _____ Civic Center |

Comments: TRAFFIC HAS NO OBJECTION TO PROPOSED EVENT. TRAFIC CONTROL
BY POLICE OFFICERS. (approval by Highway required)

ARTURO SANCHEZ (30SEPT.04)

PERMIT

EVENT: WEST TEXAS CONFEDERATION OF CLUBS MOTORCYCLE TOY RUN

LOCATION STATELINE RESTAURANT ON SUNLAND PARK DR, PAISANO, BOONE,
DELTA, NORTH LOOP, LEE TREVINO, GATEWAY EAST, AND
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DATE OF EVENT: NOVEMBER 7, 2004 FROM 11:15 A.M. TO 12:30 P.M.

City Council Action: Approved Disapprove Approve W/Mod

Date Permit Issued: _____ Permit No.: _____

R. Alan Shubert, P.E.
BUILDING PERMITS & INSPECTIONS DIRECTOR



Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO, TEXAS 79928-5410 • (915) 790-4200

October 1, 2004

Subject: Parade

Control: 1-4 167-4 2121-3
Highway: US 85 FM 76 IH-10
County: El Paso El Paso Gateway East

Mr. Armando Parra
Chair Person/West Texas Confederation of Clubs
1137 Lomaland
El Paso, Texas 79907

Dear Mr. Parra:

Reference is made to your application of September 29, 2004 requesting use of Paisano, North Loop and Gateway East for the proposed West Texas Confederation of Clubs Motorcycle Toy Run on Sunday, November 7, 2004.

It is not our desire to discourage this activity, but we need to stress the outright danger involved in using state highways for this type of activity. We must, in good judgment, recommend against the use of these highways for the proposed West Texas Confederation of Clubs Motorcycle Toy Run. If, after consideration of the danger and liability involved, your organization remains resolute in its intentions, then this department can only suggest you comply with the following guidelines to provide safety for the event:

1. The local authorities, El Paso Police Department, shall provide adequate traffic control throughout portions of the West Texas Confederation of Clubs Motorcycle Toy Run. This shall include advance warnings to motorists and motorized escorts by police units to ensure that the traveling public is aware of participants as well as more areas of safety by slowing down motorists.
2. Preparation and termination areas of event shall be located off the highway right-of-way.
3. It is recommended the event proceed in the same direction as the normal traffic flow.

If you have any questions concerning this matter, please contact Mr. Raymond Lucero at (915) 790-4308.

Sincerely,

Edgar E. Fino, P.E.
Traffic Engineer

**C
O
P
Y**

For Office Use Only

Event: West Texas Confederation of Clubs Motorcycle Toy Run

\$15.75 Fee Paid: _____
\$21.00 _____ Date

City Council Hearing: October 12, 2004
Date

Copy To:

- Police Department
- Fire Department
- Sun Metro
- Parks Department

- Traffic & Trans. Dept.
- Highway Department
- Street Department

Comments:

The El Paso Police Department has no objections with this event.

The Department will police the event with 25 officers and 25 vehicles.

Estimated cost to city: \$639.00 Estimated cost to applicant: \$3111.00

PR 04-127

PERMIT

EVENT West Texas Confederation of Clubs Motorcycle Toy Run

LOCATION: Stateline Restaurant on Sunland Park Dr., Paisano, Boone, Delta, North Loop, Lee Trevino, Gateway East, and Margarita's Night Club

DATE OF EVENT: November 7, 2004 from 11:15 A.M. to 12:30 P.M.

CITY COUNCIL ACTION: Approve Disapprove Approve w/ Mod

Date Permit Issued: _____ Permit No.: _____

Building Permits & Inspections Director

JOE WARDY
MAYOR



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING, JR.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN COOK
DISTRICT NO. 4

DANIEL S. POWER
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

THIS IS NOT A PERMIT

October 8, 2004

West Texas Confederation of Clubs
Armando Parra
1137 Lomaland
El Paso, Texas 79907

FROM: BUILDING PERMITS & INSPECTIONS

SUBJECT: Application for use of City Streets/Sidewalks (in connection with a Parade, Walk, Run, etc.)

THIS IS ONLY A RECOMMENDATION FROM BUILDING PERMITS & INSPECTIONS TO THE MAYOR AND COUNCIL, THEY WILL MAKE FINAL DETERMINATION AT THE CITY COUNCIL MEETING, OCTOBER 19, 2004 AT 9:00 A.M. WE RECOMMEND A REPRESENTATIVE BE PRESENT TO ANSWER ANY QUESTIONS THAT CITY COUNCIL MAY HAVE.

REQUEST:

West Texas Confederation of Clubs to hold a motorcycle toy run on November 7, 2004 from 11:15 a.m. to 12:30 p.m. Route: Start at the Stateline Restaurant on Sunland Park Drive to Paisano, proceed north on Paisano, east to Boone, south to Delta, east to North Loop, east to Lee Trevino, north to Gateway East, east to Margarita's Night Club (19.8 miles). Approximately 400 persons, 5 vehicles, and 250 motorcycles will take part. Request waiver of fees for \$15.75 for processing of application and waiver of fees for the necessary police traffic assistance. Signed affidavit submitted. (Districts 1,3,6,7, & 8) [Armando Parra] Permit No. 04-127

RESPONSES:

NO OBJECTIONS FROM FIRE, SUN METRO, AND TRAFFIC/ENGINEERING. TX-DOT FORM LETTER. THE EL PASO POLICE DEPARTMENT HAS NO OBJECTIONS WITH THIS EVENT. THE DEPARTMENT WILL POLICE WILL POLICE THE EVENT WITH 25 OFFICERS AND 25 VEHICLES. ESTIMATED COST TO CITY: \$639.00 ESTIMATED COST TO APPLICANT: \$3111.00. THE OFFICE OF BUILDING PERMITS & INSPECTIONS RECOMMENDS APPROVAL.

R. ALAN SHUBERT, P.E.
BUILDING PERMITS & INSPECTIONS DIRECTOR

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to execute an agreement between the City of El Paso and West Texas Confederation of Clubs for the Motorcycle Toy Run on November 7, 2004, which constitutes an important public purpose of benefit to the City and citizens of El Paso. The Agreement provides that the City will make available the necessary funds to cover the costs of the on-duty police traffic control assistance, not to exceed twenty-five (25) on-duty police officers and twenty-five (25) vehicles for the parade.

ADOPTED this 26th day of October, 2004.

THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

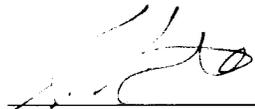
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E., Director
Building Permits & Inspections Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AGREEMENT

This Agreement 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 West Texas Confederation of Clubs, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, Contractor is a sponsor of a Motorcycle Toy Run to be held on November 7, 2004, hereinafter referred to as the "Event";

WHEREAS, Contractor has obtained a parade permit pursuant to Chapter 13.32 of the El Paso Municipal Code to hold the Event, in part, on the streets of the City of El Paso;

WHEREAS, the City estimates that a total of twenty-five (25) officers and twenty-five (25) vehicles will be needed to provide adequate traffic control assistance in accordance with Chapter 13.32 of the Municipal Code; and

WHEREAS, the City Council finds that the promotion and conducting of the Event will foster the delivery of toys to needy children during the Christmas holiday season and, as such, constitutes an important public purpose of benefit to the City and citizens of El Paso for which the City is willing to expend the funds designated in this Agreement to pay for the costs of police traffic control assistance for the Event;

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

1. **DURATION AND SCOPE.** Contractor agrees to conduct its Event and assist in the promotion of good-will on November 7, 2004, in accordance with any permit issued to it by the City. The City anticipates that a total of twenty-five (25) officers and twenty-five (25) vehicles will be needed to provide adequate traffic control assistance in the manner determined by the El Paso Police Department in accordance with Chapter 13.32 of the El Paso Municipal Code.

2. **CONSIDERATION.** The City shall credit the following amount in the following manner as full consideration under this Agreement:

The City shall provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed twenty-five (25) on-duty police officers and twenty-five (25) vehicles. Such funds shall be provided only as a credit to Contractor for the payment of the traffic-control fees which are required by and set forth in Chapter 13.32 of the Municipal Code.

3. **LEGAL RELATIONSHIP.** The City of El Paso may be considered a co-sponsor of the Event only to the extent of assisting Contractor with the payment of the fees required for the necessary police traffic-control assistance. Otherwise, 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.

4. **RELEASE AND INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES AND FOREVER DISCHARGES THE CITY FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, WHETHER ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY, RESULTING OR TO RESULT FROM THE CONDUCTING OF THE EVENT. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY SUCH CLAIMS, CAUSES OF ACTION OR DEMANDS, INCLUDING SUBROGATION, NOW OR IN THE FUTURE DUE TO THE CONDUCTING OF OR PARTICIPATION BY PERSONS IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION FROM OR BY ANY PARTICIPANT, SPECTATOR, SPONSOR, VOLUNTEER OR PAID WORKER OR PASSERBY.

5. **EQUIPMENT.** All equipment used by Contractor shall be maintained in satisfactory working condition. Equipment used shall not be used in any manner that may cause injury to any persons or to the property of the City or third parties.

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. **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement.

8. **NON-RELIGIOUS ACTIVITIES.** Contractor will conduct its Event, insofar as it may involve the City of El Paso, in a manner that is exclusively non-religious in nature and scope; there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the Event insofar as it may involve the City of El Paso. There will be no religious discrimination in terms of employment or benefits provided in the conducting of the Event insofar as it may involve the City of El Paso. Contractor shall not represent that the City of El Paso is in support of or in favor of any religious services, proselytizing, instruction, or any other religious influences in connection with the Event.

9. **HANDICAPPED ACCESSIBILITY STANDARDS.** Contractor agrees, that in the performance of this Agreement, that it will comply with the Americans with Disabilities Act ("ADA"), as may be required by law. Contractor, if required, must file the 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; all City ordinances and all codes and regulations. Failure to do so in any manner which materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

11. **TERMINATION.** Either party may terminate this Agreement by sending written notice to the other if the other is in default in a matter of serious importance to the aggrieved party. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.

12. **SEVERABILITY.** Every provision of this Agreement 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 Agreement.

13. **NOTICES.** All notices and communications under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Services, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: Mayor
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

CONTRACTOR: West Texas Confederation of Clubs
c/o Armando Parra
1137 Lomaland
El Paso, TX 79907

14. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26th day of October, 2004.

(Signatures appear on the following page.)

THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

WEST TEXAS CONFEDERATION OF CLUBS

By: _____
Name (printed) Richarda Duffy Momsen
Title City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E., Director
Building Permits & Inspections Department

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)
COUNTY OF EL PASO)

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The City shall provide the necessary funds to cover the costs of the on-duty police traffic-control assistance, not to exceed twenty-five (25) on-duty police officers and twenty-five (25) vehicles. Such funds shall be provided only as a credit to Contractor for the payment of the traffic-control fees which are required by and set forth in Chapter 13.32 of the Municipal Code.

3. **LEGAL RELATIONSHIP.** The City of El Paso may be considered a co-sponsor of the Event only to the extent of assisting Contractor with the payment of the fees required for the necessary police traffic-control assistance. Otherwise, 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.

4. **RELEASE AND INDEMNIFICATION.** CONTRACTOR HEREBY RELEASES AND FOREVER DISCHARGES THE CITY FROM ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION, WHETHER ON ACCOUNT OF PERSONAL INJURY, DEATH OR DAMAGE TO PROPERTY, RESULTING OR TO RESULT FROM THE CONDUCTING OF THE EVENT. CONTRACTOR FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY SUCH CLAIMS, CAUSES OF ACTION OR DEMANDS, INCLUDING SUBROGATION, NOW OR IN THE FUTURE DUE TO THE CONDUCTING OF OR PARTICIPATION BY PERSONS IN THE EVENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS, DEMANDS, DAMAGES, ACTIONS OR CAUSES OF ACTION FROM OR BY ANY PARTICIPANT, SPECTATOR, SPONSOR, VOLUNTEER OR PAID WORKER OR PASSERBY.

5. **EQUIPMENT.** All equipment used by Contractor shall be maintained in satisfactory working condition. Equipment used shall not be used in any manner that may cause injury to any persons or to the property of the City or third parties.

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. **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement.

8. **NON-RELIGIOUS ACTIVITIES.** Contractor will conduct its Event, insofar as it may involve the City of El Paso, in a manner that is exclusively non-religious in nature and scope; there will be no religious services, proselytizing, instruction, or any other religious influences in connection with the Event insofar as it may involve the City of El Paso. There will be no religious discrimination in terms of employment or benefits provided in the conducting of the Event insofar as it may involve the City of El Paso. Contractor shall not represent that the City of El Paso is in support of or in favor of any religious services, proselytizing, instruction, or any other religious influences in connection with the Event.

9. **HANDICAPPED ACCESSIBILITY STANDARDS.** Contractor agrees, that in the performance of this Agreement, that it will comply with the Americans with Disabilities Act ("ADA"), as may be required by law. Contractor, if required, must file the 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; all City ordinances and all codes and regulations. Failure to do so in any manner which materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

11. **TERMINATION.** Either party may terminate this Agreement by sending written notice to the other if the other is in default in a matter of serious importance to the aggrieved party. Termination shall be without prejudice to any obligation by one party to the other which shall have accrued and be owing prior thereto.

12. **SEVERABILITY.** Every provision of this Agreement 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 Agreement.

13. **NOTICES.** All notices and communications under this Agreement shall be either hand-delivered or mailed, postage prepaid in the United States Postal Services, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: Mayor
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

CONTRACTOR: West Texas Confederation of Clubs
c/o Armando Parra
1137 Lomaland
El Paso, TX 79907

14. **ENTIRE AGREEMENT.** This Agreement constitutes and expresses the entire agreement of the parties hereto in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all promises, representatives, and understandings relative hereto being herein merged.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 26th day of October, 2004.

(Signatures appear on the following page.)

THE CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

WEST TEXAS CONFEDERATION OF CLUBS

By: [Signature]
Name (printed) [Signature]
Title [Signature]

APPROVED AS TO FORM:

[Signature]
John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
R. Alan Shubert, P.E., Director
Building Permits & Inspections Department