

**AMENDMENT TWO
TO
CITY CONTRACT NO. 2012-063
2017-2019 WHISKEY OFF-ROAD MOUNTAIN BIKE EVENTS**

WHEREAS, in 2011 the City of Prescott (hereinafter referred to as "City") and Mountain Bike America, LLC, dba Epic Rides, an Arizona Limited Liability Corporation ("Epic Rides"), entered into City Contract No. 2012-063, pertaining to the Whiskey Off-Road Mountain Bike Event; and

WHEREAS, in 2013 the City and Epic Rides further amended the contract, pertaining to the Whiskey Off-Road Event to address the provision of certain facilities, City services and infrastructure costs; and

WHEREAS, the parties thereto mutually acknowledge the importance of the Bike Event to attract visitors and tourists to the Prescott area in general and specifically to the Prescott Downtown area, for the purpose of facilitating the retention of jobs and improving the economic welfare of the inhabitants of the City; and

WHEREAS, the parties wish to amend said contract to clarify and refine certain respective roles and responsibilities.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows.

1. Paragraph 1 of City Contract No. 2012-063 is deleted and replaced in whole to provide the following:

1. This Agreement shall be for an initial term of three (3) years, for the Bike Events to be held in 2017, 2018, and 2019, unless otherwise terminated earlier as provided herein. At the conclusion of each Bike Event, this Agreement shall be automatically extended for an additional year to provide for a total term forward from such time of three (3) years. In the event the City elects to cancel this Agreement, twenty-four (24) months prior written notice shall be provided to Epic Rides from the City at which time the automatically renewing nature of this agreement will cease there forward and conclude 24 months later.

2. Paragraph 3 of City Contract No. 2012-063 is deleted and replaced in whole to provide the following:

3. Payments by the City to Epic Rides.

a. The City agrees to pay to Epic Rides during the term of this Agreement an annual fee of \$30,000 to offset expenses associated with the production of each Bike Event (“Annual Fee”).

b. The City shall pay to Epic Rides one-half of the Annual Fee by September 30, of each year during the term of this Agreement. The remaining one-half of the Annual Fee shall be paid by the City to Epic Rides on or before April 1st of each year during the term of this Agreement.

c. The total Annual Payment by the City to Epic Rides shall be capped at \$30,000 unless this agreement is mutually amended specifying a different amount.

3. Paragraph 4 of City Contract No. 2012-063 is deleted and replaced in whole to provide the following:

4. The City shall provide certain facilities, equipment and services annually to Epic Rides for this event as follows:

a. The City will provide services such as Police, Fire, Waste removal and Medical services for security safety and traffic control; closures of the roads for the time periods set forth by Exhibit A; trash collection; other barricading required for the Bike Event and safety. The City of Prescott will solely determine the services necessary to reasonably provide for the safety and welfare of the public attending and cyclists competing in the events.

b. The City will pay for infrastructure costs related to services outlined in part 4a of this section and City imposed expenses for other City provided services, including City permitting specific to Epic Rides’ annual event application process, rental fees associated with use of City owned or operated facilities, band shell and City parks. The City shall not be responsible for permits/fees required of individual event vendors or by non-City entities.

c. The City will provide a storage, shipping, and receiving location at the Recreation Services Department, 824 E. Gurley Street (“The Armory”). Deliveries can be received during normal working hours (8 am – 4 pm Monday through Friday other than observed holidays) between March and May each year the Bike Event is hosted.

d. The City Manager will designate a liaison to facilitate the

annual planning of the Bike Event.

4. All other provisions of City Contract No. 2012-063 shall remain unchanged and in full force and effect.

DATED this _____ day of _____ 2016.

MOUNTAIN BIKE AMERICA, LLC

By: _____
TODD SADOW
President

DATED this _____ day of _____ 2016.

By: _____
HARRY B. OBERG
Mayor

ATTEST:

DANA R. DeLONG
City Clerk

APPROVED AS TO FORM:

JON PALADINI
City Attorney