

**FIRST AMENDMENT TO
AGREEMENT TO ALLOW IRONMAN BIKE RACE ON HARDY TOLL ROAD**

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This First Amendment to the Agreement is entered into by **Harris County** (the “County”), a body corporate and politic under the laws of the State of Texas, and acting by and through **Harris County Toll Road Authority (HCTRA)**, a division of the County, and **World Triathlon Corporation**, hereinafter called the “Ironman”. The County and Ironman are known individually as a “Party” and collectively as “Parties”.

WITNESSETH:

WHEREAS, the County and Ironman entered into an agreement on July 10, 2018, to close the Hardy Toll Road southbound lanes from I 45 to Loop 610 on April 27, 2019, and on April 25, 2020, for the bicycling portion of the North American Championship Ironman Triathlon, in Harris County, Texas; and

WHEREAS, the County and Ironman now desire to amend the Agreement to address the application of the 2020 payment towards the 2021 required fee, amend the agreement for the use of the Hardy Toll Road in future years for the Ironman Triathlon, and amend the delivery of notices; and

WHEREAS, Ironman paid the annual fee of \$200,000.00 to the County on February 6, 2020, for the use of the Hardy Toll Road on April 25, 2020, as required by the Agreement; and

WHEREAS, due to the COVID-19 pandemic, the race was subsequently cancelled prior to the Ironman Triathlon’s occurrence; and

WHEREAS, no County resources were expended towards the 2020 event beyond coordination discussions;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the Parties agree as follows:

1.

That Section 1 of the Agreement, which currently reads as follows:

1. The County agrees to close to vehicular traffic the southbound lanes only of the Hardy Toll Road from I 45 to Loop 610 on April 27, 2019 and on April 25, 2020 starting at 3 a.m. The northbound lanes will remain open to toll road vehicle traffic and Ironman agrees not to interfere with those lanes. Ironman’s use of the Hardy Toll Road will be limited to the boundaries set out in Appendix A attached hereto. The County will consider allowing Ironman to use a County right-of-way

for its 2021 bicycling competition, but only if Ironman presents to the County by February 14, 2020 a plan to use a route other than the Hardy Toll Road.

Is hereby amended to read as follows:

1. The County agrees to close to vehicular traffic the southbound lanes only of the Hardy Toll Road from I 45 to Loop 610 on April 27, 2019, on October 9, 2021, starting at 3 a.m. The northbound lanes will remain open to toll road vehicle traffic and Ironman agrees not to interfere with those lanes. Ironman's use of the Hardy Toll Road will be limited to the boundaries set out in Appendix A attached hereto. The County will consider allowing Ironman to use a County right-of-way for its bicycling competition, but only if Ironman presents to the County by February 14th of the year prior, a plan to use a route other than the Hardy Toll Road

2.

That Section 2 of the Agreement, which currently reads as follows:

2. The County agrees to allow Ironman to place cones, mile markers, aide stations, ambulances, portable toilets, equipment necessary for the race, and minimal vehicles on the tollway between 3 a.m. and 6 p.m. on April 27, 2019 and on April 25, 2020. Ironman agrees to remove everything it has placed on the tollway by 6 p.m. and remove all trash, leaving the tollway in the condition it was prior to the race. No parking other than emergency vehicles and official Ironman vehicles will be allowed on the tollway.

Is hereby amended to read as follows:

2. The County agrees to allow Ironman to place cones, mile markers, aide stations, ambulances, portable toilets, equipment necessary for the race, and minimal vehicles on the tollway between 3 a.m. and 6 p.m. on April 27, 2019, and on October 09. Ironman agrees to remove everything it has placed on the tollway by 6 p.m. and remove all trash, leaving the tollway in the condition it was prior to the race. No parking other than emergency vehicles and official Ironman vehicles will be allowed on the tollway.

3.

That Section 4 of the Agreement, which currently reads as follows:

4. Ironman agrees to pay the County \$200,000.00 in both 2019 and in 2020. Ironman will pay the County in full by February 14, 2019 and on February 14, 2020. There will be no refund once the total is paid in full under any circumstance.

Is hereby amended to read as follows:

4. Ironman agrees to pay the County \$200,000.00 in full by February 14th of the same year in which the race is to occur. The payment made by Ironman to the County on February 6, 2020, shall be sufficient for the race to be held on October 09, 2021 with no further payment required.

If for any reason beyond the Parties reasonable control (including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of terrorism; acts of war; acts of God; fires; flood or other emergency conditions; epidemics including outbreak of infectious diseases or illness in the host city (referred to as a "Force Majeure Event"), or any other similar cause beyond the reasonable control of the parties it is impossible, inadvisable or illegal for either Party to perform its obligations under this Agreement, such non- performance is excused and such party may terminate this Agreement without further liability of any nature.

In the event that the Ironman Triathlon race is cancelled after payment(s) have been made by Ironman to the County, the County shall refund any amounts remaining after deducting for expenses incurred prior to the cancellation of the race or as a result of the cancellation of the race.

4.

That Section 9(a) of the Agreement, which currently reads as follows:

9. a. All formal notices and demands under this Agreement shall be delivered to the Harris County Commissioners Court, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: Clerk of Commissioners Court, with a copy forwarded to the Harris County Toll Road Authority, 7701 Wilshire Place Dr., Houston, Texas 77040, Attention: Mr. Gary K. Trietsch, P.E., Executive Director.

Is hereby amended to read as follows:

9. a. All formal notices and demands under this Agreement shall be delivered to the Harris County Commissioners Court, 1001 Preston, 9th Floor, Houston, Texas 77002, Attention: Clerk of Commissioners Court, with a copy forwarded to the Harris County Toll Road Authority, 7701 Wilshire Place Dr., Houston, Texas 77040, Attention: Executive Director.

5.

All other terms and conditions of the original Agreement shall remain in full force and effect as originally written.

APPROVED AS TO FORM:

CHRISTIAN D. MENEFFEE
County Attorney

Linebarger

By _____

MARCY LINEBARGER
Assistant County Attorney

HARRIS COUNTY

By _____

LINA HIDALGO
County Judge

Date _____

WORLD TRIATHLON CORPORATION

By *Scott Langen*

Name Scott Langen

Title Regional Director

Date 8/31/21

ORDER OF COMMISSIONERS COURT

Authorizing First Amendment to Agreement with World Triathlon Corporation

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING FIRST AMENDMENT TO AGREEMENT WITH WORLD TRIATHLON CORPORATION TO INCLUDE RESCHEDULED DATE, ADDRESS THE APPLICATION OF THE 2020 PAYMENT TOWARDS THE 2021 REQUIRED FEE, AND ADDRESS OTHER CONTRACT PROVISIONS

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County a First Amendment to Agreement with World Triathlon Corporation to include the date of the 2021 Ironman Triathlon October 09, 2021, address the application of the 2020 payment towards the 2021 required fee and amend the delivery of notices to close the Hardy Toll Road southbound lanes from I 45 to Loop 610 for the bicycling portion of the North American Championship Ironman Triathlon. This Amendment is incorporated by reference and made a part of this order for all intents and purposes as though set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.