

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

DEPARTMENT: Museums and Cultural Affairs

AGENDA DATE: January 8, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Sean McGlynn, MCAD Director, 541-4898

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager is hereby authorized to sign the Mutual Termination of Artist Service Agreement between the City of El Paso and Haddad/Drugan, LLC., a Washington Limited Liability Company to terminate the July 12, 2011 Artist Service Agreement for design, fabrication and installation of the Alameda Corridor Rapid Transit Public Art Project.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

On the September 22, 2012, the Public Art Committee had discussion and action to direct select Haddad Drugan LLC., and redirect them to the Dyer RTS project.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On September 18, 2012 City Council Meeting Item 14 A, unanimously carried to delete item for discussion and redirect Haddad Drugan, LLC to the Dyer RTS corridor as recommended by the Public Art Committee.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

THAT the City Manager is hereby authorized to sign the Mutual Termination of Artist Service Agreement between the City of El Paso and Haddad/Drugan, LLC., a Washington Limited Liability Company to terminate the July 12, 2011 Artist Service Agreement for design, fabrication and installation of the Alameda Corridor Rapid Transit Public Art Project.

PASSED AND APPROVED this _____ day of _____, 2013.

CITY OF EL PASO

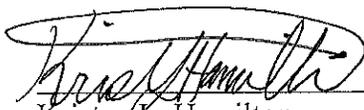
John F. Cook
Mayor

ATTEST:

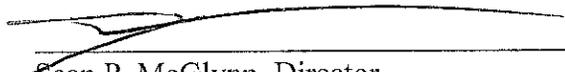
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Kristen L. Hamilton
Assistant City Attorney



Sean P. McGlynn, Director
Museums and Cultural Affairs Department

STATE OF TEXAS)
)
)
)
 COUNTY OF EL PASO)

MUTUAL TERMINATION OF
 ARTIST SERVICE AGREEMENT

THIS mutual termination of the Artist Service Agreement is entered into as of the date written on the signature page (“Effective Date”) between the following parties (jointly referred to herein as “the Parties):

CITY: City of El Paso, Texas
 A Texas municipal corporation, and

ARTIST: Haddad/Drugan, LLC., a Washington limited Liability Company

RECITALS

WHEREAS, on July 12, 2011, the Parties entered into an Artist Service Agreement for the design, fabrication and installation of public art to be referred to as the Alameda Corridor Rapid Transit System Public Art Project (the “Original Agreement”); and

WHEREAS, The parties wish to terminate the Original Agreement under the following terms and conditions.

FOR THESE REASONS AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. The Artist Service Agreement dated July 12, 2011 between the City of El Paso and Haddad/Drugan, LLC, a Washington Limited Liability Company (“Artist”) for the Alameda Corridor Rapid Transit System Public Art Project (the “Artwork”) is hereby terminated by mutual agreement under paragraph 3.3 of the Original Agreement.
2. The following services were provided by Artist and payments made by City:
 - a. \$51,000.00 which represents 15% for completion of the development of the conceptual design phase.
 - b. \$9,920.60 which represents additional time and travel from the Design Development Phase.
 - c. Artist has invoiced all services to the City of El Paso and the City does not owe any monetary value to the Artist.
 - d. Artist may retain copyright and other intellectual property rights in and to the design and artistic work itself.

3. City of El Paso will retain prototypes, maquettes, design documents and anything else related to the "Artwork".

4. All obligations arising under the agreement have been satisfied and identified herein, and any obligations existing, and not contained herein are discharged and released.

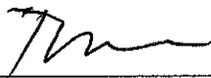
5. The parties excuse and release each other from future performance under the terms of the Original Agreement.

SIGNED this _____ day of _____, 2013.

CITY OF EL PASO

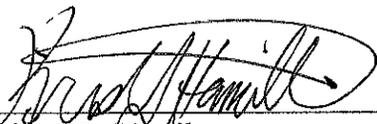
Joyce A. Wilson
City Manager

ARTIST:



Haddad/Drugan, LLC
By: THOMAS DRUGAN
Title: OWNER / PARTNER

APPROVED AS TO FORM:



Kristen L. Hamilton
Assistant City Attorney

APPROVED AS TO CONTENT:



Sean P. McGlynn, Director
Museums and Cultural Affairs Department