

**CITY OF EL PASO, TEXAS  
REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Aviation  
**AGENDA DATE:** February 2, 2010  
**CONTACT PERSON/PHONE:** Monica Lombraña, A.A.E. – 780-4793  
**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

APPROVE a resolution that the Mayor be authorized to sign an Interlocal Cooperation Contract between the City of El Paso and The University of Texas at Austin which will allow the Center for Public Policy Dispute Resolution to provide mediation services related to the Hawkins Plaza leases for portions of Lot 1, Block 1, Hawkins Plaza, City of El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

On November 17, 2009, City Council passed a resolution authorizing the City Attorney's office to negotiate an agreement to pursue mediation with Patriot Place, LTD and pertinent stakeholders utilizing the services of an independent mediator with experience in public policy dispute resolution to negotiate a resolution of disputes pertaining to the Hawkins Plaza leases.

Total estimated cost is \$9,120, with a not-to-exceed amount of \$15,000.

**PRIOR COUNCIL ACTION:**

November 17, 2009

**AMOUNT AND SOURCE OF FUNDING:**

Not-to-exceed \$15,000 – Airport Enterprise Fund

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** Monica Lombraña 1/27/10  
(Example: if RCA is initiated by Purchasing, client department should sign also)  
*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RESOLUTION**

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

That the Mayor be authorized to sign an Interlocal Cooperation Contract between the City of El Paso and The University of Texas at Austin which will allow the Center for Public Policy Dispute Resolution to provide mediation services related to the Hawkins Plaza leases for portions of Lot 1, Block 1, Hawkins Plaza, City of El Paso, El Paso County, Texas.

**APPROVED** this \_\_\_\_ day of February, 2010.

THE CITY OF EL PASO

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John F. Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



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Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:



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Monica Lombraña, A.A.E.  
Director of Aviation

**THE STATE OF TEXAS    )**  
**)**       **INTERLOCAL COOPERATION CONTRACT**  
**COUNTY OF TRAVIS     )**

This Interlocal Cooperation Contract (this “Contract”) is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

**I.       Contracting Parties:**

The Receiving Party:       The City of El Paso, a local government of the State of Texas

David S. Jeans  
Ray, Valdez, McChristian & Jeans  
5822 Cromo  
El Paso, Texas 79912  
Phone: (915) 832-7200  
Fax:   (915) 832-7333

The Performing Party:     The University of Texas at Austin (“UT”) an institution of higher education and agency of the State of Texas.  
The Center for Public Policy Dispute Resolution (Center)

Susan B. Schultz  
727 E. Dean Keeton  
Austin, Texas 78705  
Phone: (512) 471-3507  
Fax:   (512) 232-1191

**II.       Statement of Services to be Performed**

The City of El Paso owns land that is being leased to a strip shopping mall under a ground lease agreement. The landlord of the mall has sublet space to various tenants, including two establishments, which serve alcohol. The proximate neighborhood residents have complained about the behavior and noise of the individuals frequenting the establishments which serve alcohol. The City of El Paso has discussed potential remedies with its tenant and representatives of the neighborhood association. The City of El Paso would like to pursue mediation. Center staff and any needed sub-contractors will provide mediation services for this mediation.

Performing Party will perform the following services:

1. Consulting with the City of El Paso, as the sponsor for the mediation, to design the process;
2. Interviewing by phone or, if needed, in person affected parties concerning their perspective of the situation and willingness to participate in mediation;
3. Making a recommendation based on the information gathered about whether to go forward with the mediation at this time.

4. If the mediation goes forward, serving as mediators, for a one to two-day mediation.

Subcontracting: The Center may provide any or all of the services herein by subcontracting with other entities or individuals for the performance of services under this Contract. The Center will make every effort to have subcontractors' rates conform with the Center's rates. Should the subcontractors' rates vary, such rates are to be pre-approved by the City of El Paso.

### **III. Basis for Calculating Reimbursable Costs**

As consideration for the performance of its obligations under this contract, the Center will bill the City of El Paso, and the City of El Paso agrees to pay the Center upon submission of a final bill once all actual time and expenses have been submitted. The Center and the City of El Paso have agreed to the attached estimated budget (Exhibit A), which is subject to change based on actual time and expenses but will not exceed the total amount of the contract listed below.

### **IV. Contract Amount**

The total amount of this Contract shall not exceed fifteen thousand dollars (\$15,000.00).

### **V. Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

### **VI. Warranties**

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**VII. Term of the Agreement**

This Agreement is effective as of the later of January 19, 2010 or date fully executed by both parties ("Effective Date") and shall terminate on June 1, 2010, unless the parties agree to an extension in writing.

**VIII. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

Receiving Party  
The City of El Paso, Texas

Performing Party  
The University of Texas at Austin

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: John F. Cook \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Monica Lombraña, A. A. E.  
Director of Aviation

**EXHIBIT A**

**CENTER ESTIMATED BUDGET  
CITY OF EL PASO MEDIATION**

<u>TASK</u>	<u>TIME (estimated)</u>	<u>AMOUNT</u>
Preparing for mediation	12hrs (\$130x 12)	\$1,560.00
• Send introduction letter		
• Interview potential parties (by phone)		
• Draft recommendation		
Plan for mediation	8hrs (\$130x 8)	\$1,040.00
• Review relevant documents		
• Draft agenda, groundrules		
• Follow-up communications with parties		
At the mediation (based on a two-day mediation with 2 mediators)	32 hrs (\$130x 32)	<u>\$4,160.00</u>
Sub- total estimate for mediation services:		\$7,760.00
EXPENSES (estimated)		
2 airfare tickets - Austin/El Paso	@200.00/each x 2	\$ 400.00
2 hotel rooms for 3 nights (potentially)	@120.00/each x 2 x 3	\$ 720.00
Food – government per diem	@ 40.00/each x 2 x 3	<u>\$ 240.00</u>
Sub-total estimate for expenses:		<u>\$1,360.00</u>
TOTAL ESTIMATED COSTS		\$9120.00