

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

**DEPARTMENT:** Sun Metro  
**AGENDA DATE:** February 8, 2011  
**CONTACT PERSON NAME  
AND PHONE NUMBER:** Jay Banasiak, Director, 534-5810  
**DISTRICT(S) AFFECTED:** Citywide

**SUBJECT:**

THAT the City Manager be authorized to sign the First Amendment to the Property and Parking Management Services Agreement by and between the CITY OF EL PASO and SMG for the purpose of adding the maintenance and operation of the Glory Road Transfer Center to the Agreement and exercising the City's option to extend the Agreement for one additional year, extending the term from September 1, 2011 to August 31, 2012.

**BACKGROUND / DISCUSSION:**

The original contract provided for the management of the Union Plaza Transit Terminal and the "Anthony" surface parking lot as well as the addition of other facilities as they were constructed. The original term was for 36 months with two (2) one year options to extend. The first one year option was exercised on June 8, 2010 extending the term through August 31, 2011. With the proposed Amendment, SMG will assume the additional responsibility for management and operation of the Glory Road Transfer Center through August 31, 2012.

**PRIOR COUNCIL ACTION:**

Mass Transit Board approved a one year extension to Contract 2007-074R – Property and Parking Management Services with SMG on June 8, 2010. The original contract was awarded on June 26, 2007.

**AMOUNT AND SOURCE OF FUNDING:**

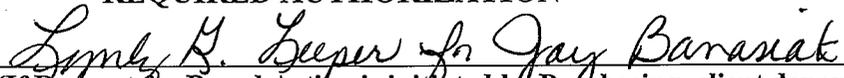
It is estimated that this contract will provide net revenue to Sun Metro of approximately \$120,000 per year.

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
(If Request for Board Action is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

CITY CLERK DEPT.  
2011 FEB -4 PM 12:12

RESOLUTION

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

THAT the City Manager be authorized to sign the First Amendment to the Property and Parking Management Services Agreement by and between the CITY OF EL PASO and SMG for the purpose of adding the maintenance and operation of the Glory Road Transfer Center to the Agreement and exercising the City's option to extend the Agreement for one additional year, extending the term from September 1, 2011 to August 31, 2012.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2011.

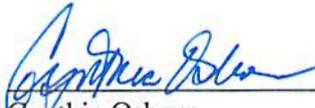
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

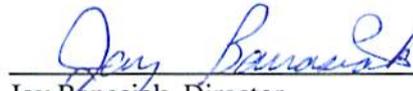
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jay Banasiak, Director  
Mass Transit Department

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**FIRST AMENDMENT  
PROPERTY AND PARKING MANAGEMENT  
SERVICES AGREEMENT**

This First Amendment to the Property and Parking Management Services Agreement (“Agreement”) is made by and between the CITY OF EL PASO (“City”) and SMG a Pennsylvania General Partnership (“SMG”).

**WHEREAS**, the City issued Solicitation No. 2007-074R, titled Property and Parking Management Services – Sun Metro, on December 21, 2006; and

**WHEREAS**, SMG responded to the City’s Solicitation No. 2007-074R by Proposal dated January 24, 2007; and

**WHEREAS**, on June 26, 2007, the City accepted SMG’s offer in response to Solicitation No. 2007-074R and awarded the contract for Property and Parking Management Services for the Mass Transit Department (aka Sun Metro) to SMG; and

**WHEREAS**, the City’s Solicitation No. 2007-074R and SMG’s Proposal dated January 24, 2007, constitutes the complete Agreement between the City and SMG; and

**WHEREAS**, the Agreement between the parties was for a three year term with two (2) one (1) year options to extend; and

**WHEREAS**, on June 8, 2010, the City exercised its first option to extend the Agreement for one year, extending the term from September 1, 2010, to August 31, 2011; and

**WHEREAS**, the original Agreement which specifically addressed the property and parking management for the Union Plaza Transit Terminal (“UPTT”) and the San Francisco Parking Lot, also contemplated the addition of future City parking facilities “which may later be constructed”; and

**WHEREAS**, the parties desire to amend the Agreement by adding the maintenance and operation of the recently completed Glory Road Transfer Center to the Agreement and by exercising the final option to extend the Agreement for one year.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Property and Parking Management Services Agreement as follows:

1. **SCOPE.** The parties hereby agree to add the maintenance and operation of the Glory Road Transfer Center located at 100 E. Glory Road, El Paso, Texas 79902, to the scope of the Parking and Property Management Services Agreement by and between the City and SMG.

2. **EXERCISE OF OPTION TO EXTEND AGREEMENT.** The parties further agree to exercise the final option to extend the Agreement for one year, extending the term from September 1, 2011 to August 31, 2012; and

3. **COMPENSATION.** The compensation to SMG for the addition of the maintenance and operation of the Glory Road Transfer Center shall be \$12,000.00 per year paid to SMG by the City. Eighty five percent (85%) of the net revenue from the Glory Road Transfer Center parking garage and Eighty five percent (85%) of the net revenue from the Glory Road Transfer Center lease space shall be remitted to the City on an annual basis. The remaining Fifteen percent (15%) net revenue from the Glory Road Transfer Center parking garage and the Glory Road Transfer Center lease space shall be remitted to the El Paso Convention and Performing Arts Center. In the event that the Glory Road Transfer Center parking garage or Glory Road Transfer Center lease space operates at a net loss, the City's Mass Transit Department shall be responsible for the payment of all operating and maintenance expenses. It is the intent of the parties that the Convention and Performing Arts Center shall not be responsible for any operating and maintenance expenses of the Glory Road Transfer Center.

4. **OPERATION AND MAINTENANCE SUBJECT TO CONDITIONS.** In exercising its responsibility for the operation and maintenance of the Glory Road Transfer Center, SMG shall comply with and be subordinate to the terms and conditions of the Sun Metro Parking Agreement entered into on April 29, 2008 by and between The University of Texas at El Paso and the City of El Paso.

5. **EFFECTIVE DATE.** This First Amendment shall be effective upon the date it is fully executed by the City Manager for the City of El Paso and shall terminate upon the termination of the original Parking and Property Management Services Agreement.

6. **RATIFICATION.** Except as herein amended, all other terms and conditions of the Property and Parking Management Services Agreement shall remain in full force and effect.

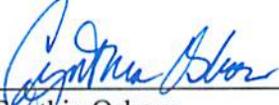
(Signatures begin on following page)

IN WITNESS WHEREOF, this amendment was executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

**CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Cynthia Osborn  
City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Jay Banasiak, Director  
Mass Transit Department

(Signatures continue on following page)

**IN WITNESS WHEREOF**, this amendment was executed on this \_\_\_\_ day of \_\_\_\_\_ 2011.

**SMG:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_