

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

DEPARTMENT: Police

AGENDA DATE: February 21, 2012

CONTACT PERSON NAME AND PHONE NUMBER: Assistant Chief Robert Feidner / 564-7166

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso to provide for the City to lease up to 150 parking spaces within the County's parking facility at 210 S. Campbell in furtherance of municipal purpose. This agreement is estimated to not exceed \$47,331.00 for the period October 1, 2011 through September 30, 2012. The agreement will automatically renew thereafter on an annual basis and remain in effect until terminated by either party.

BACKGROUND / DISCUSSION:

This is intended to supercede the agreement that was signed on May 18, 2004 for the sale of land and construction of the parking facility located at 210 S. Campbell, and the lease of 150 parking spaces within the structure. This Interlocal Agreement was approved by the El Paso County Commissioners Court on January 23, 2012. The agreement is being entered into per Texas Government Code, Chapter 791, authorizing local governments of the state to enter into contracts for governmental functions and services to increase efficiency and effectiveness.

PRIOR COUNCIL ACTION:

City Council passed a resolution on May 18, 2004.

AMOUNT AND SOURCE OF FUNDING:

Amount of funding is an estimated amount not to exceed \$47,331.00. The account number is 21010063 - 502406 - 01101.

BOARD / COMMISSION ACTION:

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

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

That the City Manager be authorized to sign an Interlocal Agreement between the City of El Paso and the County of El Paso to provide for the City up to 150 parking spaces within the County's parking facility at 210 S. Campbell in furtherance of municipal purpose. This agreement is estimated to not exceed \$47,311.00 for the period October 1, 2011 through September 30, 2012. The agreement will automatically renew thereafter on an annual basis and remain in effect until terminated by either party.

APPROVED this 21st day of February, 2012.

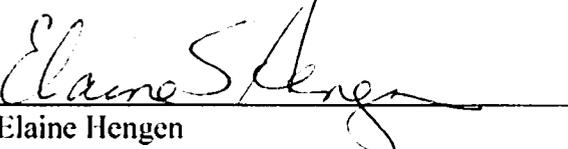
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Elaine Hengen
Senior Assistant City Attorney

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INTERLOCAL AGREEMENT
FOR RESERVED PARKING GARAGE ACCESS CARDS**

This Interlocal Governmental Agreement ("Agreement") is entered into by and between the City of El Paso, a home rule municipal corporation ("City"), and the County of El Paso, Texas ("County").

Whereas, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

Whereas, the County and the City are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

Whereas, the City wishes to reserve up to 150 monthly parking access cards in the County's monthly parking garage for its municipal purposes and the County wishes to accommodate the City to increase the efficiency and effectiveness of the governmental functions of each party; and

Whereas, the County and the City specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, it is mutually agreed as follows:

1. SCOPE OF SERVICES.

The County hereby agrees to issue up to 150 monthly parking access cards in its parking garage located at the corner of Overland Street and Campbell Street in El Paso, Texas, for the City's municipal use. On the effective date of this Agreement, the County shall reserve the maximum amount of 150 access cards for the City's use. In the event that the City desires to reduce the number of access cards they wish to reserve, the City shall notify the County in writing not less than 20 days prior to the effective date of the reduction in access cards, which shall be at the beginning of a month. The County shall not reserve or mark particular parking spaces for the City's use, but rather the City may only utilize empty spaces, not currently occupied by other monthly parkers. Additionally,

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the City hereby agrees to be bound by the parking facility terms and conditions, including but not limited to the fee to replace lost parking access cards, contained in Exhibit A, attached hereto and made a part hereof for all purposes.

2. CONSIDERATION.

The City hereby agrees to pay to the County the then current commercial price for a monthly parking access card that the County charges to the general public, less sales tax, for each and every parking access card reserved for it by the County regardless of its use by the City. The current commercial price, less sales tax, on the effective date of this Agreement is \$50.81 per access card.

In the event that the County increases the commercial price for a monthly parking access card to the general public, the County shall provide 30 days notice to the City prior to the effective date of the increase. The City may notify the County that it wishes to reduce its number of parking access cards pursuant to Section 1 above or may terminate this Agreement pursuant to Section 4 below.

The County shall send an invoice monthly to the City for the number of monthly parking access cards reserved by the City and any other charges that may have been incurred. The City shall pay the invoice to the County within 15 days of receipt.

4. TERM AND TERMINATION.

This Agreement shall be effective on October 1, 2011, regardless of its date of execution, and shall terminate on September 30, 2012. The Agreement shall automatically renew thereafter on an annual basis and remain in effect until terminated upon thirty (30) days written notice by either party without cause. In the event that the County's monthly parking garage is entirely or partially closed by the County for any reason and the County deems that there is insufficient space available in the garage for the City users, this Agreement shall be immediately suspended during the time of closure and the City shall be credited for the days of closure. In no event shall the City be permitted to utilize the County's hourly parking garage pursuant to this Agreement.

5. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY JUDGE: County Judge Veronica Escobar
301 El Paso County Courthouse
500 E. San Antonio

El Paso, Texas 79901
Fax (915) 543-3888

TO THE CITY:

Ms. Joyce A. Wilson
City Manager
2 Civic Center Plaza
El Paso, Texas 79901
Fax (915) 541-4866

7. MISCELLANEOUS.

7.1 For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

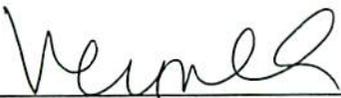
7.4 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto, if applicable.

7.5 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County of El Paso, by and through the County Judge, and the City of El Paso, by and through the City Manager in the manner provided by law.

THE COUNTY OF EL PASO

THE CITY OF EL PASO

By 
County Judge Veronica Escobar
Date: 1/23/12

By _____
Joyce A. Wilson, City Manager
Date: _____

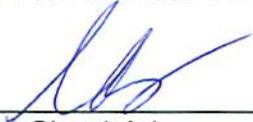
ATTEST:

ATTEST:


Delia Briones
County Clerk

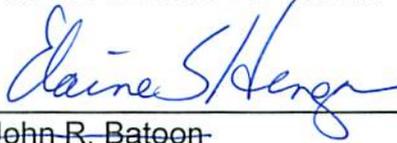
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:



Lee Shapleigh
Assistant County Attorney

APPROVED AS TO FORM:



~~John R. Batoon~~
Assistant City Attorney





Monthly Parking Application / Lease Agreement

Effective Date

January 2011

El Paso County
500 E. San Antonio, Suite M1
El Paso, Texas 79901
915-546-2009

- Individual
Business
Government/ Non-Profit

Table with columns: Card No, Issued, Status. Row 141 is partially filled.

Form with fields: Applicant Name, Address, City, State, Zip, Phone, Dept/Business, Email.

Check here to receive a monthly e-mail REMINDER. Only government and non-profit agencies will receive invoices. I agree to the terms and conditions of this Agreement.

Signature

Date

MONTHLY PARKING LEASE AGREEMENT

This permit allows you to park ONE vehicle at your sole risk. El Paso County does not agree to safeguard your vehicle or assume care, custody, or control of your vehicle or its contents.

- 1 Monthly parking fee of \$55.00 is due on the FIRST DAY OF THE MONTH WITHOUT DEMAND.
2 Customer may park one vehicle within the white lines of one parking space.
3 The monthly parking fee may not be suspended temporarily for any length of time due to absence.
4 The County Parking Garage is intended for monthly parkers who utilize the garage on a regular basis; it is not a vehicle storage facility.
5 Customer is responsible for contacting the Facilities Management Department to cancel this Agreement.
6 County employees who pay for parking fees through payroll deduction are solely responsible for contacting the Human Resources Department Benefits Coordinator to stop payroll deduction.
7 Access card deposit of \$10.00 is refundable when card is returned upon cancellation of Parking Agreement.
8 Monthly parking access card is non-transferrable and may only be used by the applicant for one vehicle per space.
9 Misuse of the parking access card will result in immediate deactivation of the card and permanent cancellation of parking privileges.