

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

**DEPARTMENT:** Financial Services  
**AGENDA DATE:** June 19 2007  
**CONTACT PERSON/PHONE:** Gonzalo Cedillos, P.E., 541-4074  
**DISTRICT(S) AFFECTED:** 2



**SUBJECT:**

A resolution authorizing the Mayor to sign an Interlocal Governmental Agreement by and between the City of El Paso and El Paso City-County Health and Environmental District to allow the El Paso City-County Health and Environmental district to install and monitor an air quality monitoring facility within the basin of the city's Van Buren Dam located at the corner of Alabama Street and Harrison Street.

**BACKGROUND / DISCUSSION:**

The Health District is requesting authorization from the City of El Paso to utilize a small section of land, 25' X 25', owned by the City of El Paso, for an air quality monitoring project. The set up is to measure particulate downwind of the quarry located on McKelligon Canyon Rd. on Alabama. The Health District will then be responsible for the construction, maintenance and operation of the monitor station. In consideration, the District will provide monthly reports to the city.

**PRIOR COUNCIL ACTION:**

Yes, other interlocal governmental agreements.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

CARE Committee has endorsed the proposal.

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

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

**DEPARTMENT HEAD:** Carmina Cecilia Candelaria  
(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 Governmental Agreement by and between the **CITY OF EL PASO** and **EL PASO CITY-COUNTY HEALTH AND ENVIRONMENTAL DISTRICT** to allow the El Paso City-County health and Environmental District to install and monitor an air quality monitoring facility within the basin of the City's Van Buren Dam located at the corner of Alabama Street and Harrison Street.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007.**

THE CITY OF EL PASO

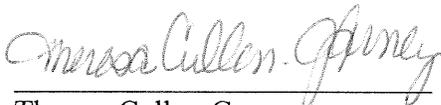
\_\_\_\_\_  
John Cook, Mayor

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ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Theresa Cullen-Garney  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Gonzalo Cedillos  
Capital Assets Manager

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

CITY CLERK DEPT  
**INTERLOCAL GOVERNMENTAL AGREEMENT**  
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This Interlocal Governmental Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **CITY OF EL PASO**, a home rule municipal corporation operating under the laws of the State of Texas, hereinafter referred to as "CITY", and the **EL PASO CITY-COUNTY HEALTH AND ENVIRONMENTAL DISTRICT**, a political subdivision of the state of Texas, hereinafter referred to as the "DISTRICT,"

**WHEREAS**, the DISTRICT has requested permission to use a small parcel of CITY property within a CITY flood control area for an air monitoring project; and,

**WHEREAS**, the CITY desires to provide a site which would be beneficial in providing air quality data in a timely manner; and

**WHEREAS**, the CITY and the DISTRICT are authorized to enter into this Agreement by Texas Government Code Section 791.011; and,

**WHEREAS**, the CITY and the DISTRICT recognize that an agreement to provide a site to monitor air quality will mutually benefit both entities because the monitoring of air quality in the City of El Paso is important to the general public as a whole,

**THEREFORE BE IT KNOWN THAT THE CITY AND THE DISTRICT ENTER INTO THIS INTERLOCAL GOVERNMENTAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:**

1. **Description of Project.** The purpose of this Agreement is to allow the DISTRICT to install and monitor an air quality monitoring facility on the CITY'S property located within the basin of the CITY'S Van Buren Dam at the corner of Alabama Street and Harrison Street. The location of the monitoring project is shown on the attached Exhibit "A," which is attached hereto and made a part hereof for all purposes, and is hereinafter referred to as the "Property."
2. **Consideration.** In addition to the terms and conditions stated herein, the DISTRICT shall provide the CITY with a written or email report of the results of the air monitoring activities at this site on the Property on a monthly basis.
3. **Improvements.** Under this Agreement, the DISTRICT is given permission to fence and pave a 25-foot by 25-foot area next to an electricity pole with transformer on the Property as shown on Exhibit "A." The DISTRICT shall install the air monitoring equipment as identified on Exhibit "B;" which is attached hereto and made a part hereof for all purposes. The monitor site is to be fenced, secured and posted with appropriate advisory signage.

The DISTRICT shall not construct any improvements, or make any additions or alteration, without first obtaining the written permission of the CITY'S Flood Plain Administrator. The DISTRICT shall submit three (3) sets of the plans and specifications for any improvements, additions, alterations or changes to the CITY'S Flood Plain Administrator, and no work thereon shall be commenced until the CITY approval has been received.

This agreement in every sense shall be without cost to the CITY for the development, maintenance or improvement of the Property, unless the CITY is specifically made responsible for such development, maintenance or improvement by the terms hereof. It shall be the sole responsibility of the DISTRICT to keep, maintain, report and operate the air quality monitor site and all improvements placed thereon at the Property at the DISTRICT'S sole cost and expense. The DISTRICT will maintain the Property and access way clear and free of debris and trash and shall not allow any storage or accumulation of materials outside the fenced area.

4. **Access.** The DISTRICT shall access the Property as shown on Exhibit "A."
5. **Disclosures.** The DISTRICT acknowledges that the CITY property known as The Van Buren Dam is a flood control facility, which is the primary use of this land. The Van Buren Dam is a flood control facility and may be subject to flash floods, washouts and ponding. The CITY'S review and approval of any DISTRICT plans for improvements is no representation or guarantee regarding the stability or permanence of the DISTRICT'S structure and thus the CITY is not liable for restoration or damages. If the DISTRICT'S structure should interfere with the primary use of the CITY'S Property as a flood control facility, the DISTRICT will relocate its structure and facilities with no reimbursement from the CITY.
6. **Title and Use.** Title control and responsibility for CITY property and all CITY improvements thereon, including fixtures used primarily for flood control purposes, shall at all times remain with the CITY. The DISTRICT shall be responsible for costs for repairs resulting from vandalism to its improvements and equipment, or any other damage, that may be caused by DISTRICT use.
7. **Term and Termination.** This Agreement shall be effective upon its execution by both parties and shall extend for a period of five (5) years from that date, and shall continue from year to year thereafter for an additional ten (10) years. Either the DISTRICT or the CITY may terminate this Agreement at its sole discretion upon thirty (30) days' written notice to the other party; provided, however, that neither the DISTRICT nor the CITY may terminate this Agreement during or after the initial five-year term except for financial exigency or if the DISTRICT's use interferes with the CITY's flood control purposes.
8. **Liability.** This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law. It is expressly understood and agreed that the

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CITY is not operating, maintaining or otherwise providing air-monitoring facilities, nor is the DISTRICT operating, maintaining or otherwise providing flood control facilities.

9. **Notices:** Any notice to be given under this Agreement shall be sent to the following addresses:

CITY: City of El Paso  
Attention: City Manager  
2 Civic Center Plaza  
El Paso, Texas 79901

DISTRICT: El Paso City County Health and Environmental District  
Attention: Jesús J. Reynosa  
5115 El Paso Drive  
El Paso, TX 79905-2818

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10. **Authority.** Each of the signers to this Agreement expressly states he or she has the duly authorized power to sign the Agreement and bind their principals.
11. **Compliance with Law.** The parties agree to comply with all local, state and federal laws, ordinances, regulations and orders.
12. **Entire Agreement/Governing Law.** This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings as to this matter and may be amended or supplemented only by an instrument in writing and signed by the parties. This Agreement shall be governed in all respects, including effect, validity, and interpretation and shall be enforceable in accordance with the laws of the State of Texas. Venue shall be in El Paso County, Texas for any issue.
13. **Time of the Essence.** The parties agree that time is of the essence to this Agreement and each and every provision hereof.
14. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.
15. **Assignability.** This Agreement, its rights, duties and responsibilities may not be assigned without the prior written agreement of the parties.
16. **Workers.** Each party agrees that it shall be responsible for its own officers, agents and employees while they are at or on the City Property.

EXECUTED on the day and year first written above.

(Signatures on following page)

**CITY OF EL PASO**

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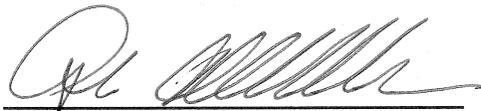
John F. Cook  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO CONTENT:



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Gonzalo Cedillos  
Capital Assets Manager

APPROVED AS TO FORM:



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Theresa Cullen-Garney  
Deputy City Attorney

**EL PASO CITY-COUNTY HEALTH  
AND ENVIRONMENTAL DISTRICT**



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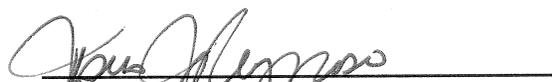
Elaine M. Barron, M.D.  
Chairman

ATTEST:

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Ben Arriola, Secretary

APPROVED AS TO CONTENT:



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Jesus J. Reynoso  
EPCCHED Air Quality Program

APPROVED AS TO FORM:



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S. Anthony Safi  
Attorney for District

EXHIBIT A



VAN BUREN DAM

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# 10-METER BASIC WEATHER STATIO

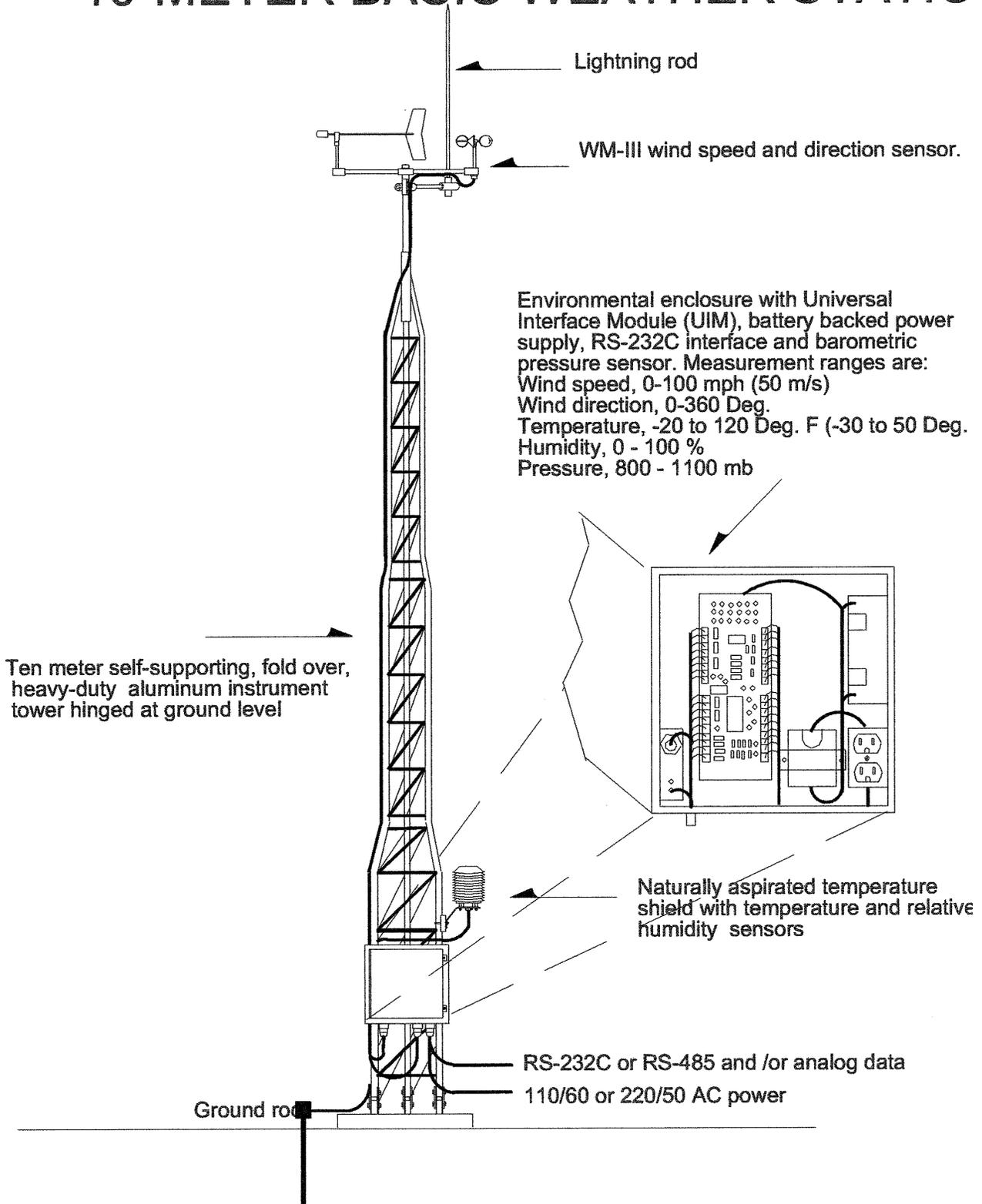


EXHIBIT "B"  
1 OF 2

## Ten meter Basic Weather Station parts list

#	Part #	Qty	Description
1	102083-G0-H0	1ea	WM-III wind speed & direction sensor. (G1-H1 for HD cup and vane)
2	100609-40	1ea	Wind cable assembly, 40-feet
3	100093	1ea	Temperature sensor
4	102425	1ea	Humidity sensor
5	102080	1ea	Naturally aspirated shield, temp/RH
6	102663-G1-10	1ea	Barometric pressure sensor
7	101779-G1	1ea	Environmental enclosure, 16" x 14" x 6"
8	102489	1ea	Universal Interface Module (UIM), RS-232C output
9	100519	1ea	Power supply
10	7841	1ea	Enclosure mounting bracket
11	C33HD-G0-H0	1ea	Tower, heavy-duty, 10-meter w/ground mount base. Substitute G1 for roof mount or G2 for drive-in mount and add P/N 101004 guy kit
12	100924-G2-35	1ea	Full height grounding kit
13	ENGR.CHARGE	Lot	System integration, programming & documentation
14	MANUAL-N/C	Set	System manual

BASIC SYSTEM PRICE: \$ 4,998.00

## Ten meter Basic Weather Station OPTIONS

15	101234	Set	Wind sensor heater, thermostatically controlled
16	101255-40	1ea	Wind sensor heater cable assembly, 40-feet
17	102489G2	1ea	Analog output option for UIM
18	Q501-2B04	3ea	Isolated 4-20mA output option for UIM
19	SRM-5A/F	2ea	Short-haul modems
20	CSC932	1ea	DCE interface (required for option #19)
21	102455	1ea	WeatherView display & recording software for PC
22	101779-G3	1ea	Environmental enclosure, 18" x 16" x 8" (replaces #7)
23	102698-G0-H0	1ea	IMP-900 Data logger (replaces #7 & #8)
24	LOGGERNET	1ea	Data logger support software (required with option #23 or 25)
25	102700-G0-H0	1ea	IMP-905 Data logger w/built-in keyboard & display
26	CCOM100	1ea	Phone modem (requires option #23 or 25)
27	CCOM200	1ea	Cellular phone modem (requires option #23 or 25 + antenna & cable)
28	CCOM300	1ea	Voice synthesized phone modem (requires option #23 or 25)
29	100800-G1*	1ea	Solar panel, 10 W (replaces item #9)
30	PS1282L*	1ea	Battery, 8AH (required with option #32)
31	102343	1ea	Spread-spectrum radio (requires option #23 or 25 + antenna & cable)
32	101004-G3	1ea	Guy kit (required with tower roof or drive-in mounts)

\*These options CAN NOT be used with option #15. Consult Climatronics for the proper size of these items when used with any optional communications devices.

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EXHIBIT "B"  
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