

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

**DEPARTMENT:** Museums and Cultural Affairs

**AGENDA DATE:** July 30, 2013

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

**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

That the City Manager be authorized to sign the First Amendment to the Interlocal Agreement by and between the City of El Paso and Camino Real Regional Mobility Authority that was entered on November 11, 2010, to provide for funding from the City in the amount of up to \$210,000.00 for the construction of the aesthetic improvements on the I 10 and Airway interchange that are on the City owned right of way.

**BACKGROUND / DISCUSSION:**

The Camino Real Regional Mobility Authority (CRRMA) received funding for an improvement at Airway Blvd via an agreement between themselves and the City. Those funds were limited to the TxDOT right-of-way, but the improvements outlined by artist Vicki Scurri and Allied Artist Anastacio Mike Rivera fell within the City right-of-way, and therefore could not be made with those funds.

**PRIOR COUNCIL ACTION:**

November 9, 2010 – outlined the agreement between the CRRMA and the City  
March 13, 2012 – I-10 Corridor Master Plan approved by Council, this specified that the work at Airway was to occur first  
January 15, 2013 – update on the project  
July 23, 2013 – update on the project

**AMOUNT AND SOURCE OF FUNDING:**

\$210,000.00, Project – STIPUBARTFY13, Dept – 454, Division – 54320, Fund – 4005, Account – 580270

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**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 the First Amendment to the Interlocal Agreement by and between the City of El Paso ("CITY") and Camino Real Regional Mobility Authority that was entered on November 11, 2010 , to provide for funding from the City in the amount of up to \$210,000.00 for the construction of the aesthetic improvements on the I 10 and Airway interchange that are on the City owned right of way.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2013.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Hamilton  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sean P. McGlynn, Director  
Museums and Cultural Affairs Department

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COUNTY OF EL PASO )  
 )  
STATE OF TEXAS )

**FIRST AMENDMENT TO  
AN INTERLOCAL AGREEMENT**

This FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT (“First Amendment”) is made and entered into by and between the CITY OF EL PASO (the “CITY”), a municipal corporation of the State of Texas, and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (the “CRRMA”), a political subdivision of the State of Texas (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Interlocal Agreement with an Effective Date of November 11, 2010 (the “Interlocal Agreement”) regarding the I-10 Corridor Aesthetic Improvement Project (the “Aesthetic Project”), which included two goals: development of a conceptual design document and design and implementation of specific aesthetic improvements within a portion of the I-10 corridor in El Paso;

**WHEREAS**, the conceptual design document has been completed and the Parties agreed to develop aesthetic improvements to the I-10 and Airway Boulevard interchange as the first improvement project (the “Airway Interchange Project”);

**WHEREAS**, the Parties have jointly developed the design documents for the Airway Interchange Project as contemplated within the Interlocal Agreement and the CRRMA is ready to move into the construction phase of the Airway Interchange Project;

**WHEREAS**, the Texas Department of Transportation (TxDOT) has informed the Parties that the available funds for the Aesthetic Project may not be utilized for the landscaping and artwork developed by the Artist and her local apprentice for the median of Airway Boulevard, as such work would be constructed on City of El Paso right of way (the “Median Improvements”);

**WHEREAS**, the Parties desire to include the Median Improvements into the construction project to be bid by the CRRMA for the Airway Interchange Project, as an integral part of the Artist’s and Apprentice’s work; and

**WHEREAS**, the City Council for the CITY finds that the funding for the Median Improvements, which are on right of way owned by the City of El Paso, is inline with the CITY’s ongoing efforts in placing public art in various locations within the City of El Paso, is a benefit to the citizens of El Paso and serves the public purpose of improving CITY property;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree to amend the Interlocal Agreement as follows:

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**I. Findings.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have approved and authorized the execution of this First Amendment by resolution or order adopted by their respective bodies, and that this First Amendment will be in full force and effect on the date last signed by a Party.

**II. Amendment to Section III. A. Responsibilities of the CITY.** The Parties hereby agree to add subpart 4) as follows:

4) **Airway Median Funding.** The CITY hereby agrees to provide to the CRRMA the funds necessary for the construction of the Median Improvements, as more fully enumerated within **EXHIBIT "A"** to this Interlocal Agreement. The construction cost for such Median Improvements shall be in an amount not to exceed \$210,000. The use of these funds by the CRRMA shall be limited to the construction expenses required for the completion of the Median Improvements and shall be made available to the CRRMA upon award of the construction contract for the Airway Interchange Project, anticipated for September, 2013.

**III. Amendment to Section III. B. Responsibilities of the CRRMA.** The Parties hereby agree to add subpart 3) as follows:

3) **Airway Median Construction.** The CRRMA hereby agrees to use the funding provided hereunder by the City of up to \$210,000 only towards the construction expenses incurred for the construction of the Median Improvements. The CRRMA shall provide access to the CITY to all records relative to the construction of the Median Improvements as may be requested by the CITY.

**IV. Amendment to Section IV. A. Effective Date, Term and Termination.** The Parties hereby agree to delete this section in its entirety and replace it with the following:

A. **Effective Date, Term and Termination.** This Interlocal Agreement shall become effective on November 11, 2010 and shall continue in full force and effect for five (5) years thereafter. In the event a specific aesthetic project is in progress at the completion of the referenced five year period, this Interlocal Agreement shall automatically be extended until the completion of said improvement. This Interlocal Agreement may be terminated in writing with the mutual consent of the Parties or by either Party due to a material breach by the other Party.

**V. Amendment to SECTION IV. K. Notices.** The Parties hereby agree to revise the addresses identified for each Party as follows:

**CITY:**  
City of El Paso, Texas  
300 N. Campbell  
El Paso, Texas 79901  
Attn: City Manager

**CRRMA:**

Camino Real Regional Mobility Authority  
300 N. Campbell, 2<sup>nd</sup> Floor  
El Paso, Texas 79901  
Attn: Executive Director

**VI. Ratification.** Except as expressly revised by this First Amendment, the Interlocal Agreement shall remain in full force and effect. None of the rights, interests and obligations existing and to exist under the Interlocal Agreement are hereby released, diminished or impaired, and the Parties hereby reaffirm all covenants, representations and warranties, obligations and agreements in the Interlocal Agreement. To the extent any provisions of the Interlocal Agreement are deleted by virtue of this First Amendment, such provisions shall nevertheless survive for purposes of enforcing rights or obligations as provided in this First Amendment.

**IN WITNESS WHEREOF,** the Parties have executed this First Amendment to an Interlocal Agreement by their duly authorized officers on the dates noted below.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser, Mayor

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

ATTEST:

\_\_\_\_\_  
Richarda D. Momsen  
Municipal Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen Hamilton  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sean McGlynn, Director  
Museums and Cultural Affairs Department

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Raymond L. Telles, Executive Director  
Date: \_\_\_\_\_

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# FIRST AMENDMENT TO AN INTERLOCAL AGREEMENT

## EXHIBIT "A"

The Median Improvements shall include the items depicted below, including but not limited to: landscaping and associated irrigation requirements along the median and curb, lighting, the metal artwork currently in development by the Artist and Apprentice under contract with the CITY that will be placed in the median, and the foundation required for placement of the artwork.

