

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

**DEPARTMENT:** Mass Transit Department (Sun Metro)  
**AGENDA DATE:** OCTOBER 22, 2013  
**CONTACT PERSON/PHONE:** Jay Banasiak, Sun Metro Director 534-5810  
**DISTRICT (S) AFFECTED:** 1

**SUBJECT:**

That the City Manager is authorized to sign the First Amendment to the April 29, 2008 Sun Metro Parking Agreement between the City and the University of Texas at El Paso (UTEP) to increase the number of parking spaces, the fee per space to remain the same.

**BACKGROUND / DISCUSSION:**

On April 29, 2008 the Mass Transit Board approved a Parking Agreement with UTEP for their use of the parking garage portion of the Glory Road Terminal. The Agreement authorized the University's leasing of 220 spaces on Mondays through Fridays. Due to ongoing construction, the University is in need of additional parking spaces.

**SELECTION SUMMARY:**

N/A

**PRIOR COUNCIL ACTION:**

On October 8, 2013 The Mass Transit Board approved said First Amendment to increase the number of parking spaces for the University's use, without increasing the fee per space.

On April 29, 2008 the Mass Transit Board approved the initial Parking Agreement along with a corresponding Ground Lease Agreement, entered into with UTEP.

**AMOUNT AND SOURCE OF FUNDING:**

Revenue Generating – Sun Metro Operating Funds

**BOARD / COMMISSION ACTION:**

Sun Metro recommends the approval of the First Amendment to increase the number of parking spaces for the University's use by 100 spaces.

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

**DEPARTMENT HEAD:** \_\_\_\_\_

  
Signature

  
Date

**RESOLUTION**

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

That the City Manager be authorized to enter into an Amendment to the Sun Metro Parking Agreement with the University of Texas at El Paso (“UTEP”) that was entered into on April 29, 2008 to increase the number of parking spaces that UTEP is authorized to purchase at the same price per space.

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

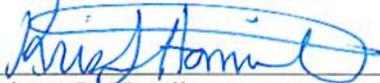
CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser, Mayor  
City of El Paso

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

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

STATE OF TEXAS            )  
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COUNTY OF EL PASO    )

**FIRST AMENDMENT TO  
SUN METRO PARKING AGREEMENT  
WITH THE UNIVERSITY OF TEXAS  
AT EL PASO**

This First Amendment to the Sun Metro Mass Parking Agreement (this “*Amendment*”) is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **City of El Paso**, a municipal corporation, for the benefit of its Mass Transit Department (“*Sun Metro*”) and **The University of Texas at El Paso** (“*UTEP*”).

**RECITALS**

**WHEREAS**, on April 29, 2008, Sun Metro entered into a Contract (hereinafter “*Original Agreement*”), with UTEP regarding the construction, ownership, operation, maintenance and use of certain parking facilities on UTEP property pursuant to a ground lease from UTEP effective the same date; and

**WHEREAS**, the **parties** desire to enter into the following agreement to increase the number of parking spaces available for students of UTEP at the same fee.

**FOR THESE REASONS, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THE ORIGINAL AGREEMENT AND THIS FIRST AMENDMENT, THE PARTIES AGREE AS FOLLOWS:**

1. That paragraph 3.1 of the *Original Agreement* is amended to read as follows, increasing the number of spaces allowed to be purchased by 100:

3.1 Compensation Arrangement. As consideration for parking services provided by Sun Metro, UTEP shall compensate Sun Metro as follows:

- a. **Weekday Parking**. From and after the Commencement Date, UTEP will be allowed to purchase 320 parking spaces for use Monday through Friday, 7:00 am to 6:00 pm each day. UTEP will pay a per space fee in the amount of \$360 per space per year, due and payable in quarterly installments, beginning on the first day of the first full quarter following the month in which the Commencement Date occurs. From the Commencement Date to the end of the month in which the Commencement Date occurs, UTEP will pay a daily fee in the amount of \$1.00 per space.
- Weekday parking fees will be adjusted on the day following the end of the full calendar month which is ten years after the Commencement Date (the “Initial Reset Date”) and every tenth anniversary of the Initial Reset Date thereafter (each a “Subsequent Reset Date”) such that the purchase price of 320 weekday parking

spaces annually will continue to be equivalent to the lease rentals received by UTEP under the related ground lease between the Board of Regents of The University of Texas System, for the use and benefit of UTEP as lessor, and Sun Metro as lessee (the "Ground Lease").

2. All other terms and conditions of the *Original Agreement* shall remain in full force and effect.
3. This First Amendment shall not take effect until signed by the authorized representative of the City of El Paso.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF EL PASO, TEXAS**

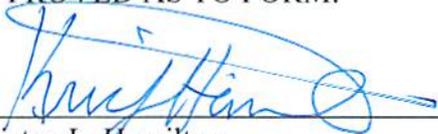
**THE UNIVERSITY OF TEXAS  
AT EL PASO**

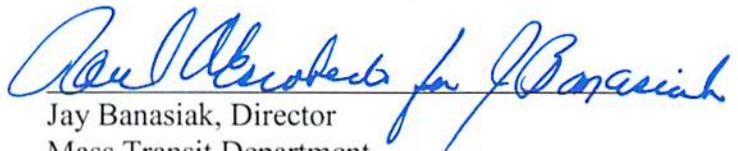
By: \_\_\_\_\_  
Joyce Wilson, City Manager

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

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

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