

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

DEPARTMENT: Engineering

AGENDA DATE: October 31, 2006

CONTACT PERSON/PHONE: Rick Conner, 4423

DISTRICT(S) AFFECTED: 3

SUBJECT:

Discussion and action to approve a resolution to authorize the City Manager to sign the Interlocal Agreement to specify the responsibility for street and drainage improvements along Concepcion Street between Alameda Avenue and Alberta Way and further authorizing the City Manager to execute any other documentation necessary to accomplish the intent of the Agreement.

BACKGROUND / DISCUSSION:

The City is moving forward with the Alberta - Concepcion Street & Drainage project which improves the streets that service the new Texas Tech Medical School. The project is currently in the bid phase and this agenda item will authorize the City Manager to sign the Interlocal Agreement that will assign responsibilities during the construction and maintenance phases of the project as well as any other documents required to accomplish the intent of the Agreement. The Agreement specifies that the City will be responsible for constructing hardscape features on Concepcion Street, improving the right-of-way under the Reynolds overpass, grading the street to provide proper drainage, installation of new sidewalk, new paving, and new light fixtures. Texas Tech's responsibilities are to provide access to their property in support of construction activities, remove old light fixtures, and install and maintain the landscaping and irrigation system along Concepcion Street.

PRIOR COUNCIL ACTION:

The Council has not considered this item before

AMOUNT AND SOURCE OF FUNDING:

Funding location: Project Number – PST06002.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Rick Conner
(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 City Manager be authorized to sign an Interlocal Agreement between the City of El Paso and the Texas Tech University Health Sciences Center to specify the responsibility for street and drainage improvements along Concepcion Street between Alameda Avenue and Alberta Way and further authorizing the City Manager to execute any other documents necessary to accomplish the intent of the Agreement.

ADOPTED this _____ day of _____, 2006.

THE CITY OF EL PASO:

John F. Cook
Mayor

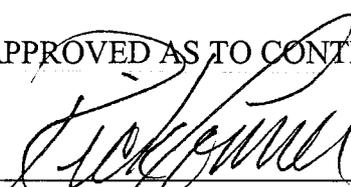
ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____ 2006,
 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 the "City," and **TEXAS TECH UNIVERSITY
 HEALTH SCIENCES CENTER EL PASO SCHOOL OF MEDICINE**, hereinafter referred to as
 the "Texas Tech,"

WITNESSETH:

WHEREAS, the City of El Paso desires to partner with Texas Tech during the construction
 of street and drainage improvements along Concepcion Street; and,

WHEREAS, the City and Texas Tech believe that such a partnership would mutually benefit
 the University, the City and the public by improving safety, accessibility and facility connectivity; and,

WHEREAS, the City and the Texas Tech are authorized to enter into this Agreement by Texas
 Government Code Section 791.011,

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

A. Purpose of Agreement: The purpose of this Agreement is to specify the responsibilities
 of the parties as they relate to the Street and Drainage Improvements along the eastside of
 Concepcion Street between Alameda Avenue and Alberta Way.

B. Responsibilities of Parties:

1. City's Responsibilities. The City agrees to:
 - a. construct hardscape features, such as curb and gutter, street lights and sidewalks
 on TTU property within a 10-foot strip abutting the eastside of Concepcion Street
 between Alameda Avenue and Alberta Way.
 - b. improve the right of way under the Reynolds underpass.

- c. regrade existing section of Alberta Way and Concepcion Street for the purposes of proper drainage.
- d. removal of existing concrete curb and gutter and installation of new 6 inch concrete curb and gutter along existing sections of Alberta Way and Concepcion Street.
- e. removal of existing sidewalk and installation of new 7 foot wide, 4 inch thick standard reinforced broom finished or stamped, stained concrete sidewalk.
- f. removal of existing street pavement and installation of new asphaltic concrete or bitumen street pavement including engineered sub base.
- g. installation and maintenance of nine 23 foot tall decorative street light poles along Concepcion Street including the monthly utility costs.

2. Texas Tech's Responsibilities. Texas Tech agrees to:

- a. provide the City with a right of access for construction of hardscape features, such as curb and gutter and sidewalks on Texas Tech property.
- b. remove four existing 11 foot tall pedestrian light poles along Concepcion Street.
- c. Appropriately landscape along Concepcion Street.
- d. install and maintain appropriate landscaping such as trees, ground cover and irrigation systems within its property along Concepcion Street.
- d. provide to the City a right of access to a 10-foot wide easement along Texas Tech property located on Concepcion Street for the construction of hardscape elements and maintenance of the light poles.

C. Contractual Relationship. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and Texas Tech, their employees, or between the City and the Texas Tech's employees. Texas Tech shall be deemed at all times to be an independent contractor. In carrying out the terms of this agreement, the Texas Tech shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer. The Texas Tech agrees to secure adequate personnel required to perform all of the services under this contract.

D. Termination of Agreement. Either Party may terminate this agreement for any reason by providing written notice to the other party ninety (90) calendar days in advance.

E. Waiver. One or more waivers of any term or condition of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

F. Notice. Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to:

City: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

and Rick Conner, P.E.
City Engineer
2 Civic Center Plaza
El Paso, Texas 79901-1196

and Jose Manuel de la Rosa, M.D.
Vice President
Texas Tech El Paso
4800 Alberta Avenue
El Paso, Texas 79905

or at such other addresses as they have therefore specified by written notice.

G. Term of Agreement. The term of this agreement shall commence and be effective once executed by all parties and shall expire once the parties have completed the responsibilities outlined in this Agreement.

H. Executory Authority Warranted. All signatories to this contract warrant their authority to execute this document.

I. Entire Agreement. This contract constitutes and expresses the entire agreement between the parties and shall not be amended or modified, except by written instruction signed by all parties.

J. Governing Law. For the purpose of determining the place of contract and the law governing the same, this contract 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.

K. Venue. Venue for all causes of action arising from or in connection with this contract shall be in El Paso County, Texas.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER


Elmo M. Cavin
Executive Vice President

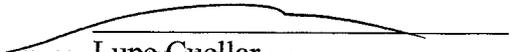
THE CITY OF EL PASO

Joyce A. Wilson
City Manager

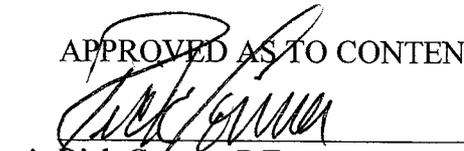
APPROVED AS TO FORM:

Frank Gonzales
Associate General Counsel

APPROVED AS TO FORM:


Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:


Rick Conner, P.E.
City Engineer

THE STATE OF TEXAS

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COUNTY OF EL PASO

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RIGHT-OF-ACCESS

HARDSCAPE AND LIGHT FIXTURES

KNOW ALL BY THESE PRESENTS THAT:

TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER, a Texas Institution of Higher Education, hereinafter "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by the CITY OF EL PASO, receipt of which is hereby acknowledged and for which no lien is retained, either express or implied, does by these presents GRANT unto the CITY OF EL PASO, TEXAS, hereinafter "Grantee", a RIGHT OF ACCESS, for the purpose of permitting the Grantee to lay, install, construct, maintain, inspect, replace and remove hardscape and light poles and other associated appurtenances for the purposes of placement and/or operation of hardscape elements and light poles thereon, hereinafter the "Equipment", in, along, upon, beneath the surface of, and across the real estate shown and described as

A 10 feet wide strip of land, more or less, being a portion of Tracts 25B, 25C, and 25D, Elijah Bennett Survey No. 11, City of El Paso, County of El Paso, Texas, and being more particularly described in Exhibit "A" attached and incorporated for all purposes, and

hereinafter referred to as the "PROPERTY," in the City and County of El Paso, State of Texas. Grantee agrees not to record this Agreement nor any memorandum thereof.

The Grantee shall have the right to excavate and perform necessary work on, above and beneath the surface of the PROPERTY as and when required to lay, install, construct, maintain, inspect, replace and remove Equipment. Grantee shall not erect, install or maintain any structures or improvements on the surface of the PROPERTY, except for the Equipment and other such structures reasonably necessary for the installation, construction, maintenance and operation of such Equipment.

The Equipment shall be installed and maintained on the PROPERTY in such a manner and at such locations as not to unreasonably interfere with the remaining use and enjoyment of the PROPERTY by the Grantor, its heirs, executors, successors, assigns, tenants and invitees.

This grant shall carry with it the right of the City to have ingress and egress to and from the PROPERTY at all reasonable times, with the right to use existing roads, if any, for the purpose of constructing, installing, inspecting, repairing and maintaining the Equipment. In addition, the City may use such portion of the Grantor's property along and adjacent to the PROPERTY as may be reasonably necessary in connection with the construction, installation, maintenance, repair, or inspection of the Equipment by the City.

In the event Grantee seeks access to the PROPERTY pursuant to this Agreement, Grantee will give notice to Grantor as early as possible. Notice shall be given to the Grantor's Director of Facilities Operation – Manuel Ortega, 4800 Alberta, El Paso, Texas 79905, phone number (915) 545-6535, or Grantor's Police Department, phone number (915) 545-6531.

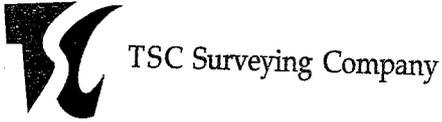
It is further understood and agreed that this RIGHT OF ACCESS Agreement is executed on the condition that upon completion of the construction, repair, maintenance or use of the Equipment as described above, the premises including the PROPERTY to be used for temporary working access will be

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2006,
by _____, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas



PROPERTY DESCRIPTION

10' Right of Access

Being a 10 foot wide strip of land out of a 30 foot wide vacated portion of Concepcion Avenue adjacent to Tract 25B, Elijah Bennett Survey No. 11, City of El Paso, El Paso County, Texas; to include the strip of land referenced in condition no. 1, Page 1 of Ordinance No. 15622 vacating that 30 foot wide portion of Concepcion Avenue and more particularly described as follows:

COMMENCING at an existing county monument found at the intersection of the monument line of Alameda Avenue and the center line of Concepcion Avenue; Thence, North 00°53'12" West 31.55 feet to a nail with washer found for the southwest corner of said 30 foot wide vacation and the POINT OF BEGINNING;

Thence, North 00°50'10" West 792.98 feet to a chiseled "x" set;

Thence, North 85°57'50" East 10.02 feet to a 5/8 inch rebar with plastic cap stamped TSC SURVEYING ENGINEERING set;

Thence, South 00°50'10" East 488.66 to a chiseled "x" set;

Thence, South 41°36'34" East 11.53 feet to a 5/8 inch rebar with plastic cap stamped TSC SURVEYING ENGINEERING set;

Thence, South 00°50'10" East 85.58 feet to a chiseled "x" set;

Thence, South 41°59'55" East 11.07 feet to a chiseled "x" set;

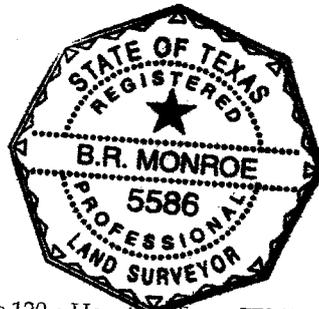
Thence, South 00°50'10" East 193.53 to a chiseled "x" set;

Thence, North 84°38'10" West 10.06 feet to the POINT OF BEGINNING containing 8,545.75 Sq. Ft. or 0.196 Acres.

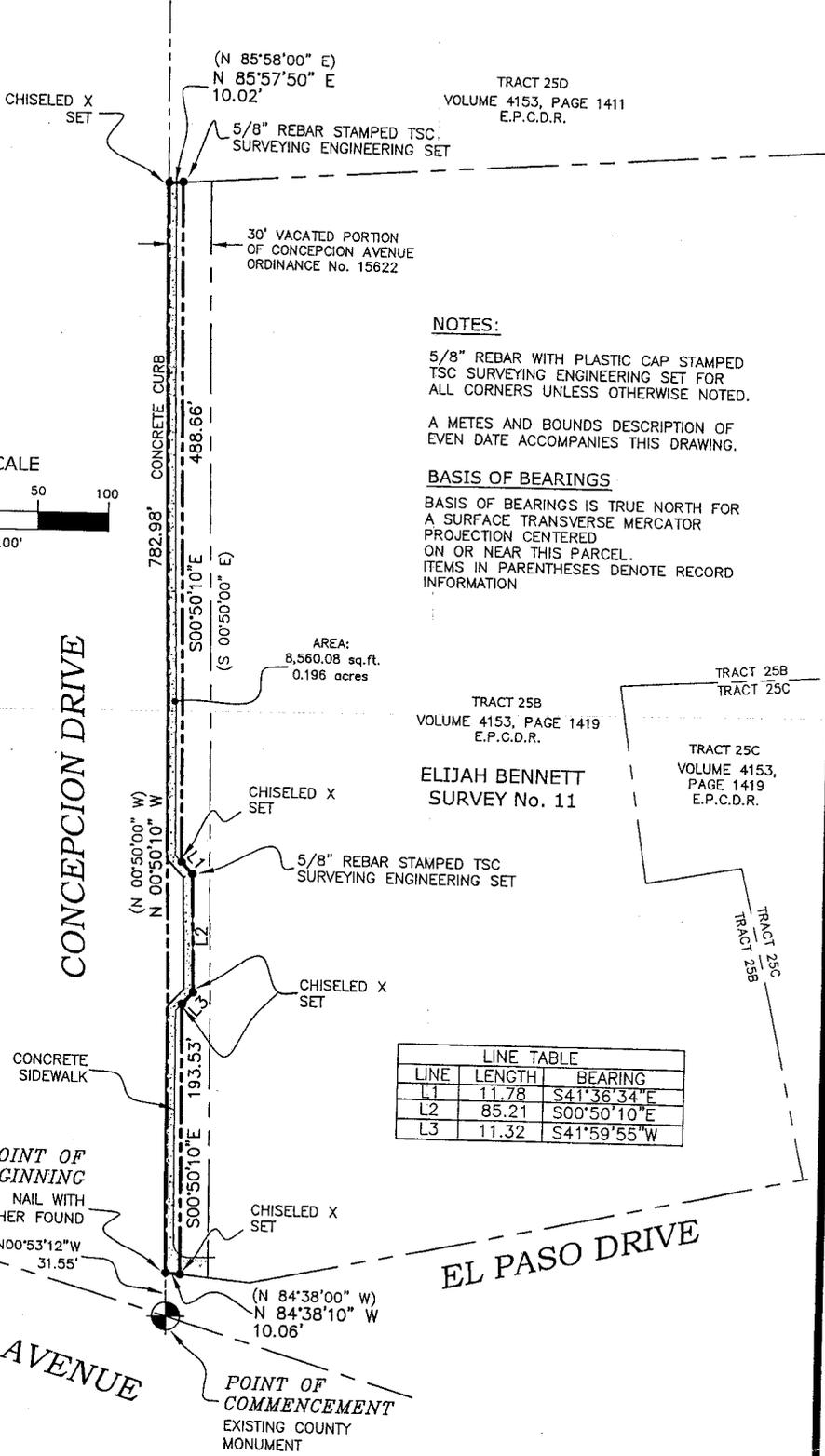
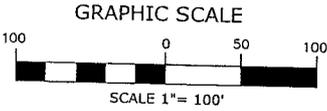
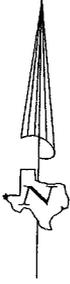
Basis of Bearings is true north for a surface transverse mercator projection centered on or near this parcel.

A drawing of even date accompanies this description.


 B.R. MONROE
 R.P.L.S. Texas No. 5586




 Date



NOTES:

5/8" REBAR WITH PLASTIC CAP STAMPED TSC SURVEYING ENGINEERING SET FOR ALL CORNERS UNLESS OTHERWISE NOTED.

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

BASIS OF BEARINGS

BASIS OF BEARINGS IS TRUE NORTH FOR A SURFACE TRANSVERSE MERCATOR PROJECTION CENTERED ON OR NEAR THIS PARCEL. ITEMS IN PARENTHESES DENOTE RECORD INFORMATION

LINE	LENGTH	BEARING
L1	11.78	S41°36'34"E
L2	85.21	S00°50'10"E
L3	11.32	S41°59'55"W

TRACT 25B
VOLUME 4153, PAGE 1419
E.P.C.D.R.

ELIJAH BENNETT
SURVEY No. 11

TRACT 25C
VOLUME 4153,
PAGE 1419
E.P.C.D.R.



10 FOOT WIDE RIGHT OF ACCESS OUT OF 30 FOOT WIDE VACATED PORTION OF CONCEPCION AVENUE (ORDINANCE No. 15622), CITY OF EL PASO, EL PASO COUNTY, TEXAS

DATE OF SURVEY: 04/20/06 SCALE: 1"=100' OFFICE: lm FIELD: C.C.-E.S.-T.O.

REVISED DATE: 05/16/06 TSC Job No. 629-003

TSC SURVEYING COMPANY
5959 GATEWAY WEST, STE 222, EL PASO, TEXAS 79925

PHONE 915-772-6500
FAX 915-772-6621
EL PASO, TEXAS 79925