

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

DEPARTMENT: Museums and Cultural Affairs

AGENDA DATE: Novemember 9, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Sean McGlynn, MCAD Director, 541-4896

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve a Resolution that the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso and Camino Real Regional Mobility Authority, to cooperatively develop the I-10 Corridor Aesthetic Improvement Project identified in the 2008 Comprehensive Mobility Plan, and for the City to make an amount of up to \$500,000.00 available to advance as initial funding, which will be reimbursed to the City upon the availability of TxDOT Category 2 funds.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Parties desire to jointly develop and impement various aesthetic improvements along the I-10 corridor ("Aesthetic Project") as contemplated within the 2008 CMP, which identifies the project limits as the 28 mile portion of the I-10 corridor from the Americas Interchange on the east to Transmountain Drive on the west.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Texas Department of Transportation Category 2 funds

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

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

DEPARTMENT HEAD:

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

10 NOV 4 PM 12:30

Information copy to appropriate Deputy City Manager

CITY CLERK'S OFFICE

RESOLUTION

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

THAT the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso and Camino Real Regional Mobility Authority, to cooperatively develop the I-10 Corridor Aesthetic Improvement Project identified in the 2008 Comprehensive Mobility Plan, and for the City to make an amount of up to \$500,000.00 available to advance as initial funding, which will be reimbursed to the City upon the availability of TxDOT Category 2 funds.

ADOPTED this ___ day of _____, 2010.

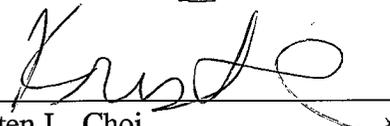
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

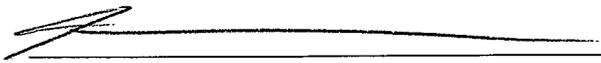
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Kristen L. Choi
Assistant City Attorney

APPROVED AS TO CONTENT:



Sean P. McGlynn, Director
Museums and Cultural Affairs Department

COUNTY OF EL PASO)
)
STATE OF TEXAS)

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT 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 CITY is a home rule municipality of the State of Texas and the CRRMA is a regional mobility authority created pursuant to the request of the CITY and operating pursuant to Chapter 370 of the Texas Transportation Code (the "RMA Act") and 43 Tex. Admin. Code § 26.01 et seq. (the "RMA Rules");

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested;

WHEREAS, §370.033 of the RMA Act also provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services;

WHEREAS, the CITY and CRRMA are parties to the 2008 Comprehensive Mobility Plan (the "2008 CMP"), which identifies approximately \$1 billion of proposed transportation projects to be developed pursuant to the 2008 CMP;

WHEREAS, the Parties have agreed that it would be to their mutual benefit for the Parties to cooperatively develop the I-10 Corridor Aesthetic Improvement Project (the "Aesthetic Project"), as identified within the 2008 CMP, and therefore seek to memorialize their respective rights and responsibilities through a written instrument;

WHEREAS, the Texas Department of Transportation ("TxDOT") has entered into a Federal Project Authorization and Agreement with the U.S. Department of Transportation Federal Highway Administration dated September 14, 2010 with regard to the preliminary engineering and design aspects of the Aesthetic Project;

WHEREAS, the City Council for the CITY finds that this Interlocal Agreement is of benefit to the citizens of El Paso and serves a public purpose by providing the CITY with the right to select the artist and the right to participate in the Aesthetic Project; and

WHEREAS, the City Council for the CITY finds that the rights granted herein are sufficient consideration for the CITY to advance the funds necessary to allow for an earlier start date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereby agree as follows:

SECTION 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 Interlocal Agreement by resolution or order adopted by their respective bodies, and that this Interlocal Agreement will be in full force and effect when executed by both Parties.

SECTION II. BACKGROUND

A. 2008 CMP. Along with the El Paso Metropolitan Planning Organization (EPMPO) and TxDOT, the CITY and CRRMA have endorsed the 2008 CMP, including the execution of a Memorandum of Understanding (MOU) between the parties in furtherance of the cooperative completion of the 2008 CMP. Support for the 2008 CMP is evidenced by the City Council Motion of July 22, 2008 and CRRMA Board Resolution of July 25, 2008. The MOU was executed pursuant to a City Council Resolution of August 19, 2008 and a CRRMA Board Resolution of August 22, 2008. The 2008 CMP anticipates the design and development of approximately \$1 billion of transportation projects in the El Paso area. Such transportation projects include bus rapid transit, aesthetic improvements and roadway projects (toll and non-toll). The CITY and CRRMA have each agreed to develop, implement and work cooperatively to complete the various projects identified within the 2008 CMP. Through the execution of the MOU, the parties have also agreed to provide assistance and cooperation to the other parties in the completion of the remaining 2008 CMP projects.

B. Aesthetic Project. The Parties desire to jointly develop and implement various aesthetic improvements along the I-10 corridor (the "Aesthetic Project") as contemplated within the 2008 CMP, which identifies the project limits as the approximately 28 mile portion of the I-10 corridor from the Americas Interchange on the east to Woodrow Bean, Transmountain Dr. on the west. The Parties currently desire to develop aesthetic improvements only within the approximately 11 mile portion of the I-10 corridor from the Hawkins Boulevard interchange on the east to the Executive Center Boulevard interchange on the west. However, the Parties may pursue improvements within the project limits identified by the 2008 CMP upon the direction of the Committee enumerated in Section III.D. herein. The general scope of the Aesthetic Project includes essentially two goals, which may be developed concurrently: (1) the development of a conceptual design document that identifies various proposed aesthetic improvements within the project limits; and (2) the development of design documents and the implementation of specific aesthetic improvements within the project limits. The total amount of project funds expected to be available for the Aesthetic Project is \$10,000,000. The Parties agree and understand that the total project funding currently available will not be sufficient to complete all improvements that

will be included in the conceptual design document. Accordingly, the intent of the document is that any remaining projects not completed by the Aesthetic Project may be pursued upon the identification and availability of additional funding in the future; thereby providing consistency in the development of I-10 corridor aesthetic improvements over time.

C. Interlocal Agreement. This Interlocal Agreement seeks to identify the roles and responsibilities of the Parties as they relate to the development and implementation of the goals of the Aesthetic Project.

SECTION III. RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the CITY.

1) **Provision of Artistic Support.** The CITY shall provide artistic support in the development and implementation of the Aesthetic Project. Specifically, the CITY shall conduct all procurement and selection processes necessary and shall engage the services of a minimum of one artist with the expertise and proven experience related to the aesthetic improvement of transportation projects governed by state and federal departments of transportation (the "Artist"). The Artist shall have experience working with and developing plans and specifications with professional engineers; such experience being directly related to the implementation of aesthetic improvements that are similar to those contemplated by the Aesthetic Project. In addition, the CITY shall engage the services of a minimum of two local artists that shall serve an apprenticeship under the Artist during the development and implementation of the Aesthetic Project (the "Apprentices").

The funding available for this project includes federal funds. The procurement and selection processes utilized by the CITY to engage the Artist and Apprentices must therefore have been completed in full compliance with all applicable federal, state and local requirements in order to be eligible for reimbursement for any project related expenses. To this end, the selection and procurement processes utilized by the CITY for the Artist and Apprentices have been provided to TxDOT for review and approval for compliance with such applicable requirements. Similarly, the engagement agreement(s) between the CITY and the Artist and Apprentices will be provided to TxDOT for review and approval for compliance with all applicable reimbursement requirements. The Parties agree not to incur any costs pursuant to this Interlocal Agreement prior to receipt of written approval for such selection and procurement processes and engagement agreements.

All engagement agreements and subsequent amendments with the Artist and Apprentices must be reviewed and approved in advance by the CRRMA. The compensation due to the Artist and Apprentices shall be agreed upon through this administrative review and approval process, in advance of the execution of the same. The number of hours worked and types of services performed by the Artist and Apprentices shall be in accordance with

the applicable scopes included in the engagement agreements. The rates charged for services provided by the Artist and Apprentices shall be as set forth in their respective engagement agreements or as otherwise agreed to in writing by the Parties. The CITY shall also be eligible for reimbursement of administrative expenses incurred pursuant to this Interlocal Agreement from the Initial Funds as well as all available project funds; provided, however, that such reimbursed administrative expenses shall not exceed fifteen percent (15%) of the total fees charged by the Artist for the Aesthetic Project.

Upon engagement of the Artist and Apprentices, the CITY shall provide the CRRMA with copies of all resulting engagement agreements, including all terms, conditions, scopes of services and cost estimates. The Artist and Apprentices shall coordinate all contracted work with the CRRMA's general engineering consultant for developing and implementing the Aesthetic Project.

2) Provision of Design and Construction Oversight. In the event the Parties desire that any design(s) identified within the conceptual design document are selected for construction during the term of this Interlocal Agreement, the implementation of such design(s) shall include design and construction oversight by the Artist and Apprentices. The CITY shall provide such services through a subsequent agreement with the Artist and Apprentices. In the event the Artist refuses or is unable to participate in the referenced design and construction oversight, the Parties may implement the design(s) without the ongoing participation and oversight of the Artist. The Parties may also implement such design(s) without involvement of the Artist in the event the CITY and Artist are unable to enter into a design and construction oversight agreement.

All design and construction oversight agreements and subsequent amendments with the Artist and Apprentices must be reviewed and approved in advance by the CRRMA. The number of hours worked and types of services performed by the Artist and Apprentices shall be in accordance with the applicable scopes included in such agreements. The rates charged for services provided by the Artist and Apprentices shall be as set forth in their respective agreements or as otherwise agreed to in writing by the Parties. The CITY shall also be eligible for reimbursement of administrative expenses incurred pursuant to this Interlocal Agreement from the Initial Funds as well as all available project funds; provided, however, that such reimbursed administrative expenses shall not exceed fifteen percent (15%) of the total fees charged by the Artist for the Aesthetic Project.

Upon engagement of the Artist and Apprentices, the CITY shall provide the CRRMA with copies of all resulting engagement agreements, including all terms, conditions, scopes of services and cost estimates. The Artist and Apprentices shall coordinate all contracted work with the CRRMA's general engineering consultant for developing and implementing the Aesthetic Project.

3) Initial Funding. The total amount of project funds available for the Aesthetic Project is \$10,000,000 from the projected TxDOT Category 2 allocations for the El Paso region. TxDOT has represented that these funds will become available pursuant to the following timeline: September 2011 (\$5,000,000); June 2012 (\$2,000,000); June 2013

(\$2,000,000); and June 2014 (\$1,000,000). The Parties desire to move the project forward, despite the lack of immediately available funding. Therefore, the CITY hereby agrees to provide initial funding in order to commence the Aesthetic Project in an amount not to exceed \$500,000 (the "Initial Funds"). The use of the Initial Funds shall be limited to the expenses relative to the Artist, Apprentices, CITY administrative expenses, CRRMA administrative expenses and CRRMA technical experts referenced below. Further, the use and reimbursement of the CITY's initial funding will be administered as more fully described below.

B. Responsibilities of the CRRMA.

1) Provision of Technical Expertise. The CRRMA shall be responsible for providing all technical expertise necessary for the design and implementation of the Aesthetic Project, other than those services provided by the Artist and Apprentices. Such technical services may include, but are not limited to, general engineering, landscape architecture, environmental review/approvals, legal services and those other services necessary to successfully complete the Aesthetic Project. In satisfaction of this requirement, the CRRMA shall utilize its general engineering consultant (GEC) and other consultants to provide such services. The GEC shall serve as the project manager. The selection and procurement process utilized by the CRRMA for the GEC was previously reviewed and approved by TxDOT as being completed in compliance with all rules and regulations applicable to the use of federal and state funding sources. Upon request by the CITY, the CRRMA shall provide information and documentation relative to the selection and procurement process utilized.

2) Administration of Aesthetic Project. The CRRMA, through its GEC, staff or other consultants shall also be responsible for the administration of the Aesthetic Project, including but not limited to: submission of reimbursement requests to TxDOT, reimbursement of the CITY for Artist and Apprentice expenditures, payment for GEC services, filing of documents and approval requests and those other standard and customary administrative duties related to the advancement of transportation projects. The CRRMA shall also be eligible for reimbursement of administrative expenses incurred pursuant to this Interlocal Agreement from the Initial Funds as well as all available project funds; provided, however, that such reimbursed administrative expenses shall not exceed five percent (5%) of the total fees charged by the CRRMA's GEC for the Aesthetic Project.

C. Payment of Artist, Apprentices and Technical Experts.

1) Submittal of Invoices. Upon commencement of work, the Artist and Apprentices, through the CITY, and CRRMA's technical experts shall thereafter submit monthly invoices to the CRRMA by the 15th of each month for the services provided in the preceding month. The CRRMA shall review the invoices and may consult with the CITY when necessary to confirm a request for payment.

2) Use and Reimbursement of Initial Funds. As noted above, the first portion of project funds are not anticipated to be available until September 2011. Accordingly, the CITY will provide access to the Initial Funds necessary to begin the project. These Initial Funds shall be utilized only for the payment of the Artist, Apprentices, CITY administrative expenses, CRRMA administrative expenses and CRRMA technical experts.

Upon the CRRMA's review and approval of form and content of the monthly invoices seeking payment from the Initial Funds, the CRRMA shall submit one collective invoice, with all applicable supporting material, to the CITY for issuance of payment. Upon receipt of a payment request, the CITY shall make prompt payment to the CRRMA. Recognizing that the CITY provides fiscal agent services to the CRRMA, the issuance of payment may be provided via budget transfer or as otherwise agreed upon between the Parties. Upon access to the requested payment, the CRRMA shall thereafter make the individual payments to the CITY, CRRMA and CRRMA technical experts. The CITY shall be responsible for disbursing funds to the Artist, Apprentices and CITY for its administrative expenses. In the event the CITY or CRRMA dispute an invoice in whole or part, the Parties shall consult with the individual or entity submitting the invoice for clarification or correction.

The CRRMA shall provide notice to the CITY of the availability of TxDOT Category 2 funds as soon as reasonably possible. Upon notice of the availability of the referenced TxDOT Category 2 project funds, the CITY shall submit a request for reimbursement to the CRRMA identifying all Initial Funds utilized pursuant to this subsection. The CRRMA shall process and forward such request to TxDOT for reimbursement from the then available project funds and shall make a subsequent reimbursement payment to the CITY as soon as reasonably possible after receipt of payment from TxDOT. All subsequent requests for payment relative to this project shall be administered through the then available project funds.

3) Category 2 Payments to Artist, Apprentices, CRRMA and Technical Experts. Upon review and approval of form and content of monthly invoices provided after the availability of Category 2 project funds, the CRRMA shall submit the invoices, with all applicable supporting material, to TxDOT for issuance of payment. Upon receipt of payment from TxDOT, the CRRMA shall promptly make payment to the CITY, CRRMA and CRRMA technical experts. The CITY shall be responsible for disbursing funds to the Artist, Apprentices and CITY for its administrative expenses. In the event the CITY or CRRMA dispute an invoice in whole or part, the Parties shall consult with the individual or entity submitting the invoice for clarification or correction.

4) Reimbursement Subject to Compliance. All instances of reimbursement for CITY or CRRMA expenditures noted herein, including administrative expenses, CRRMA technical experts and other consultants, CITY Artist and Apprentices, are expressly contingent upon TxDOT allowing such reimbursement payments to be made and the compliance of the CITY and/or CRRMA with all applicable local, state and federal rules and laws governing the use of Category 2 funds. This includes, but is not

limited to, compliance by the CITY and/or CRRMA in those procurement and selection processes utilized for the selection of the Artist, Apprentices, technical experts and other consultants.

As noted, the funding for this project is the region's projected Category 2 allocations. Therefore, failure of the CITY to comply with any such rules or statutes, which results in the rejection of any requests for reimbursement by TxDOT, shall not be reimbursed by the CRRMA. The CRRMA is not responsible for any expenditure made by the City which does not qualify for reimbursement pursuant to those rules and statutes governing the project funds. In the event that the failure of the CRRMA to comply with any rules or statutes results in the rejection of any requests for reimbursement by TxDOT, the CRRMA will reimburse the CITY for any expenses advanced to the CRRMA from the Initial Funds that were not reimbursed by TxDOT. The CITY is not responsible for any expenditure made by the CRRMA which does not qualify for reimbursement pursuant to those rules and statutes governing the project funds.

Notwithstanding anything herein to the contrary, the CRRMA is not responsible for any acts or omissions of the CITY that result in the rejection of the CITY's requests for reimbursement relative to the expenses of the Artist and Apprentices. Similarly, the CITY is not responsible for any acts or omissions of the CRRMA that result in the rejection of the CRRMA's requests for reimbursement relative to the expenses of the GEC or other consultants to the CRRMA.

D. Aesthetic Project Committee. The CITY and CRRMA shall coordinate their activities pursuant to this Interlocal Agreement with the I-10 Aesthetics Steering Committee (the "Committee"). The Committee shall consist of the following eleven (11) members or their designees: City Manager, Director of Museums & Cultural Affairs Department (MCAD), appointed member from the MCAD's Public Art Committee, two representatives of the City's Engineering Department, a representative of the City's Economic Development Department, two representatives from TxDOT, CRRMA Board Chair, CRRMA Executive Director and the Keep El Paso Beautiful Executive Director. The purpose of this Committee shall be to review and guide the development of the Aesthetic Project, including the recommendation and prioritization of proposed improvements and locations.

SECTION IV. GENERAL AND MISCELLANEOUS

A. Effective Date, Term and Termination. This Interlocal Agreement shall become effective on the date last signed by a Party and shall continue in full force and effect for four (4) years thereafter. In the event a specific aesthetic project is in progress at the completion of the referenced four 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.

B. Prior Written Agreements. This Interlocal Agreement is made without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

C. Other Services. Nothing in this Interlocal Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Interlocal Agreement or in a separate written instrument executed by both Parties.

D. Governmental Immunity. Nothing in this Interlocal Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal right(s) or claim(s) on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

E. Amendments and Modifications. This Interlocal Agreement may not be amended or modified unless such revisions are reduced to writing and executed by authorized representatives of the Parties. The City Manager of the CITY is authorized to execute any amendments or modifications to this Interlocal Agreement that do not affect the CITY's budget.

F. Severability. If any provision of this Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Interlocal Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Interlocal Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Interlocal Agreement and be deemed to be valid and enforceable.

G. Mutual Cooperation. The Parties shall use all reasonable efforts to meet all deadlines and shall use best efforts to provide each other with all necessary documents, information and approvals in a prompt and timely fashion to insure a successful completion of the Aesthetic Project.

H. Ownership and Assignment of Work Product. Subject to the provisions noted herein, the Artist shall retain all proprietary rights for work created by the Artist or Apprentices, including copyright, patent, trademark, trade-secret and other rights in the project designs, the conceptual design plan or other work provided by the Artist or Apprentices pursuant to this Interlocal Agreement (collectively referred to as the "Artist's Work"). After completion or termination of this Interlocal Agreement, all Artist's Work shall remain the property of the CITY. Except as may be expressly noted herein, all data prepared by the Artist and Apprentices shall be provided to the CITY without restriction or limitation on further use. All documents not already provided to the CITY shall be transmitted in the form of electronic version (or photocopy

reproduction when an electronic version is not available) within a reasonable time following completion or termination of this Interlocal Agreement.

Further, the Artist and Apprentices shall grant the CITY an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this Interlocal Agreement. Such grant includes, but is not limited to, the CITY's ability to: (i) develop, design and construct additional aesthetic improvements in the region based in whole or in part on the Artist's Work; (ii) graphically reproduce (through digital media or otherwise) the conceptual design plan or any other parts of the Artist's Work; (iii) authorize third parties to graphically reproduce and distribute such work as desired by the CITY to promote or display the Artist's Work; and (iv) to promote or display the development, design or construction of any aesthetic improvements developed in whole or in part on the Artist's Work. In the event any reproduction of the Artist's Work is pursued, the Artist shall be acknowledged on each reproduction.

Upon receipt by the CITY of reimbursement for any expended Initial Funds, the CITY will assign all ownership rights enumerated herein to TxDOT; provided, however, that the Parties recognize the mutual preference that the implementation of the Artist's Work be limited to the El Paso District of TxDOT. Accordingly, the Parties agree to seek TxDOT's concurrence, through applicable contractual amendments or otherwise, that the implementation of the Artist's Work be limited to the El Paso District of TxDOT.

I. Agents and Representatives. Each party acknowledges that it is not an agent, representative, servant or employee of the other Party. Each Party is responsible for its own acts and deeds and for those of its agents, representatives, servants or employees. The Parties further acknowledge and agree that they do not have, and will not attempt to assert, the authority to make commitments for or to bind the other Party to any obligation other than the obligations set forth in this Interlocal Agreement.

J. Inspection of Books and Records. The Parties shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Interlocal Agreement and shall make those materials available to the Texas Department of Transportation, Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General for review and inspection at its office during the contract period and for four (4) years from the date of completion of work or until any pending claims are resolved.

K. Notices. All notices provided pursuant this Interlocal Agreement shall be hand delivered or mailed, certified return receipt requested, to the respective Party at the respective address shown below, unless and until either Party is otherwise notified in writing and as required herein by the other Party of a change in address:

CITY:
City of El Paso, Texas
2 Civic Center Plaza, 10th Floor
El Paso, Texas 79901
Attn: City Manager

CRRMA:

Camino Real Regional Mobility Authority
2 Civic Center Plaza, 9th Floor
El Paso, Texas 79901
Attn: Executive Director

L. Entire Agreement. This Interlocal Agreement contains all the commitments and agreements of the Parties hereto, and no verbal or written commitment shall have any force or effect if not contained herein, except as completed in compliance with Section IV E. above.

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

CITY OF EL PASO

John F. Cook, Mayor

Date: _____

ATTEST:

Richarda D. Momsen
Municipal Clerk

APPROVED AS TO FORM:



Kristen Choi
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: _____



I-10 Corridor Aesthetic Improvement Project



Project Goal:

- Jointly develop and implement various aesthetics improvements along the I-10 corridor as contemplated within the 2008 CMP
- Project Limits: I-10 LP375, Americas Interchange to I-10 LP375, Woodrow Bean, Transmountain Dr.
- Focus Area: I-10 corridor from Hawkins Boulevard Interchange on the east to the Executive Center Boulevard on the west



LP375, Woodrow Bean Transmountain Rd.

Executive Blvd.

Hawkins

LP375, Americas Interchange



About Vicki Scuri Siteworks:

- Vicki Scuri Siteworks is an interdisciplinary design practice, specializing in public art and design team collaborations
- Established in 1985. One of the first artists to pioneer artist's roles on transportation projects: highways and bridges
- Portfolio includes: art graphics, lighting, concrete patterning, greening, public art planning and enhancements for infrastructure with emphasis on roads, bridges, and pedestrian links
- Contributed to over 50 nationally recognized projects

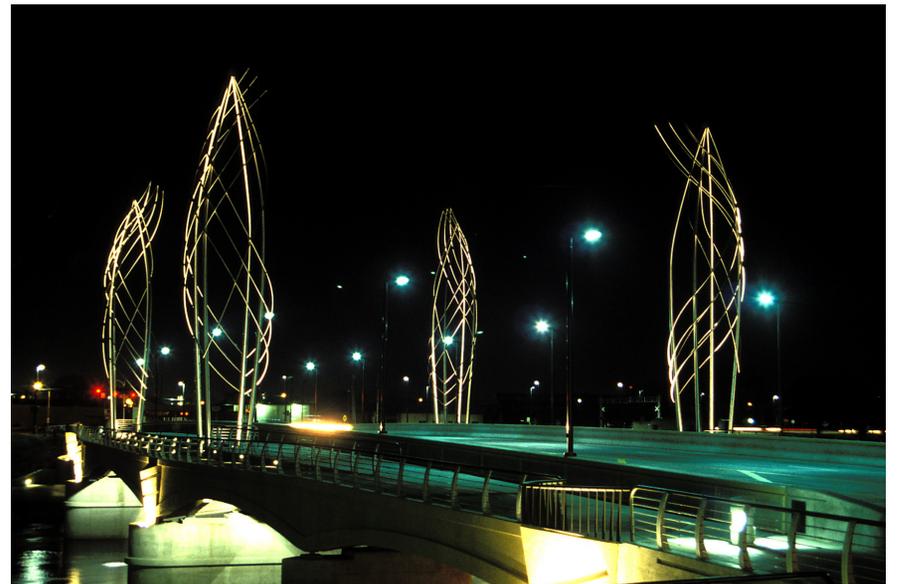
Shoreline Interurban Trail Bridges

Concrete, Steel, Glass, Light & Greening
Shoreline, WA, 2001-2002



Lewis Street Bridge

Stainless Steel & Light
Wichita, KS, 1995-2000





Artist Scope:

- Collaborate with TxDot, CRRMA, GEC, and other consultants
- Create a menu of opportunities for introducing amenity along the existing I10
- Select two local artists as apprentices to contribute to the project based on their skill set and interests.
- Site Review, Community Outreach Workshop, & Presentations on Findings





Questions?