

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

DEPARTMENT: Department of Transportation

AGENDA DATE: Introduction: November 12, 2013
Public Hearing: November 19, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Ted Marquez, P.E. (915)621-6757,
marqueztx@elpasotexas.gov

DISTRICT(S) AFFECTED: District 6

SUBJECT:

An ordinance granting a license to United States General Services Administration (Licensee) for construction and operation of security enhancements and temporary structures on a portion of City Right of Way located on City-owned bridge property and on South Zaragoza Road between Loop 375 and abutting the Ysleta Land Port of Entry (Ysleta LPOE) that are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic, at no cost to the City.

BACKGROUND/DISCUSSION:

The United States General Services Administration requires this license to provide an improved facility.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

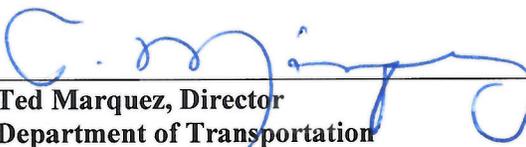
N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Ted Marquez, Director
Department of Transportation

Information copy to Jane Shang, Deputy City Manager

AN ORDINANCE GRANTING A LICENSE TO UNITED STATES GENERAL SERVICES ADMINISTRATION (LICENSEE) FOR CONSTRUCTION AND OPERATION OF SECURITY ENHANCEMENTS AND TEMPORARY STRUCTURES ON A PORTION OF CITY RIGHT OF WAY LOCATED ON CITY-OWNED BRIDGE PROPERTY AND ON SOUTH ZARAGOZA ROAD BETWEEN LOOP 375 AND ABUTTING THE YSLETA LAND PORT OF ENTRY (YSLETA LPOE) THAT ARE NECESSARY TO SUPPORT THE DEPARTMENT OF HOMELAND SECURITY, CUSTOMS AND BORDER PROTECTION'S (DHS-CBP) INSPECTION OF OUTBOUND VEHICULAR TRAFFIC, AT NO COST TO THE CITY

WHEREAS, United States General Services Administration (hereinafter called "Licensee") desires the use of the international bridge known as the Zaragoza International Bridge and related real property used for bridge operations (hereinafter called "Zaragoza Bridge") owned by the City of El Paso (hereinafter called "City") and the adjacent right of way for construction and operation of security enhancements and temporary structures ("Improvements") on a portion of city right of way located on City owned bridge property and on south Zaragoza Road between Loop 375 and abutting the Ysleta land Port of Entry ("Ysleta LPOE") that are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic;

WHEREAS, the City believes that the proposed use of the property by the Licensee would serve the public purpose of increasing the security at the Ysleta Port of Entry and enhancing the public safety of residents and visitors, and is of general benefit to the citizens of El Paso; and

WHEREAS, the City is willing to grant this License according to the terms and condition set forth in the attached License Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to execute a License Agreement upon the following terms, to United States General Services Administration, hereinafter called "Licensee":

1. The License Agreement shall be in a form that is attached and incorporated as Exhibit "A"; and,
2. The License Agreement is to permit Licensee to construct and operate security enhancements and temporary structures ("Improvements") on a portion of City right of way

located on City-owned bridge property and, on south Zaragoza Road between Loop 375 and abutting the Ysleta land Port of Entry that are necessary to support the Department of Homeland Security, Customs and Border Protection's (DHS-CBP) inspection of outbound vehicular traffic; and,

3. As consideration for the License Agreement, Licensee shall pay to the City the sum set forth in the License Agreement, subject to the terms and conditions of this Ordinance and Agreement; and,

4. The License Agreement shall be effective for so long as LICENSEE shall maintain the premises covered by the License Agreement.

PASSED AND APPROVED this _____ day of _____, 2013.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

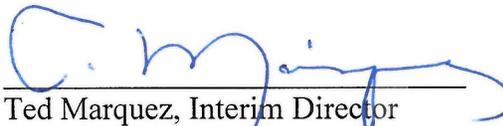
Richarda Momsen
City Clerk

APPROVED AS TO FORM:



Bertha A. Ontiveros
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ted Marquez, Interim Director
International Bridges Department

LICENSE AGREEMENT

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS

COUNTY OF EL PASO §

The **CITY OF EL PASO**, of El Paso County, Texas, (**LICENSOR**) for and in consideration of the sum of FIVE AND NO/100THS (\$5.00) DOLLARS and other good and valuable consideration to it in hand by **UNITED STATES GENERAL SERVICES ADMINISTRATION (LICENSEE)** the receipt of which is hereby acknowledged and confessed, has **GRANTED** and **ISSUED** and by these presents does **GRANT** and **CONVEY** to United States General Services Administration (GSA) a license for the purpose of the construction and operation of security enhancements and temporary structures (improvements) on a portion of City right of way , on South Zaragoza Road between Loop 375 and abutting the Ysleta Land Port Of Entry (Ysleta LPOE). The improvements are necessary to support the Department of Homeland Security, Customs and Border Protection’s (DHS-CBP) inspection of outbound vehicular traffic. It being understood and agreed that LICENSEE assumes full responsibility for maintenance and operation of said security enhancements, and it is further provided that no other permanent improvement of whatsoever nature shall be placed on the right-of-way property covered herein, which property is more fully described as follows:

Permitted security enhancements consist of the following elements: Lighting, speed reduction signage, barriers, and speed bumps. Further identified on attached Exhibits “X”, “Y”, and “Z” (Ysleta LPOE Outbound Tier 3 01MAR2013) these security enhancements are to be installed within the Fifty foot (50) right of way for South Zaragoza Road from Loop 375 to the Ysleta LPOE International Bridge

See Exhibit “X”, “Y”, and “Z” attached hereto and made a part hereof, for detail.

The license granted by this agreement shall be effective for so long as LICENSEE shall maintain the improvements identified for the Ysleta Port of Entry. Should LICENSEE fail to so maintain the security enhancements, the LICENSOR may terminate this License Agreement and remove the security enhancements and charge GSA for restoration of the roadway to its prior condition.

LICENSOR reserves the right to use of the right-of-way for public utility and drainage purposes or any other purpose common to same.

LICENSEE hereby agrees to restore the property covered herein to its original condition upon the expiration or termination hereof and in any event not later than thirty (30) days after LICENSOR makes demand thereof. LICENSOR may enter upon the premises covered hereby and restore the property the same for the purposes stated above without damages being owed to LICENSEE upon LICENSEE’S failure to abandon the premises and LICENSEE shall then be liable to LICENSOR for the reasonable costs of restoration and in any event shall pay the same not later than thirty (30) days after City makes demand thereof.

LICENSEE, being an agency of the United States government, is self-insured.

LICENSEE shall be responsible to the extent provided under applicable law for all claims with respect to Licensee's use of the licensed property during the term of this Agreement.

In accordance with the terms and subject to the conditions, limitations, and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 U.S.C. § 2671 et seq.) ("Tort Claims Act"), Licensee shall be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employee of Licensee while acting within the scope of his office or employment under the circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend Licensee's liability beyond that existing under the Tort Claims Act at the time of such act or omission, or to preclude Licensee from using any defense available at law or in equity.

Licensee (GSA) agrees to require that its contractors who perform work on the licensed property to maintain and have in effect commercial general liability insurance with (i) all risk coverage, (ii) waiver of subrogation, and (iii) limits of not less than One Million Dollars (\$1,000,000.00) for personal injury, including bodily injury and death and property damage. Licensee (GSA) shall deliver to Licensor (City) a copy of the certificate of insurance effectuating the insurance required hereunder prior to the commencement of such work which certificate shall provide that such insurance shall not be terminated or modified without at least thirty days prior notice to Licensor (City).

In the event that LICENSEE fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the LICENSOR shall give LICENSEE written notice thereof, by registered or certified mail, return receipt requested, to the address, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract as set forth below. LICENSEE shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the LICENSOR shall have the right to terminate this Agreement.

Any notice required or given in connection with this Agreement shall be deemed delivered 3 days after it is deposited in the United States mail, certified or registered mail, return receipt requested, postage prepaid, and addresses to the recipient at the following address:

If to the LICENSOR:

City of El Paso
2 Civic Center
El Paso, TX 79901

If to the LICENSEE:

U. S. General Services Administration
Public Building Service
Portfolio Management
819 Taylor Street
Fort Worth, TX 76102-6105

This License Agreement may be recorded in the Official Records of El Paso County, where the land is located.

WITNESS our hands this ____ day of _____, 2013.

LICENSOR:

CITY OF El Paso

By: _____

Title _____

LICENSEE:

UNITED STATES GENERAL SERVICES
ADMINISTRATION

By _____

Title _____

Contracting Officer

Approved as to form:

_____,
City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me on _____, 2013 by _____, _____ on behalf of the City of El Paso, El Paso County, State of Texas.

Notary Public - State of Texas

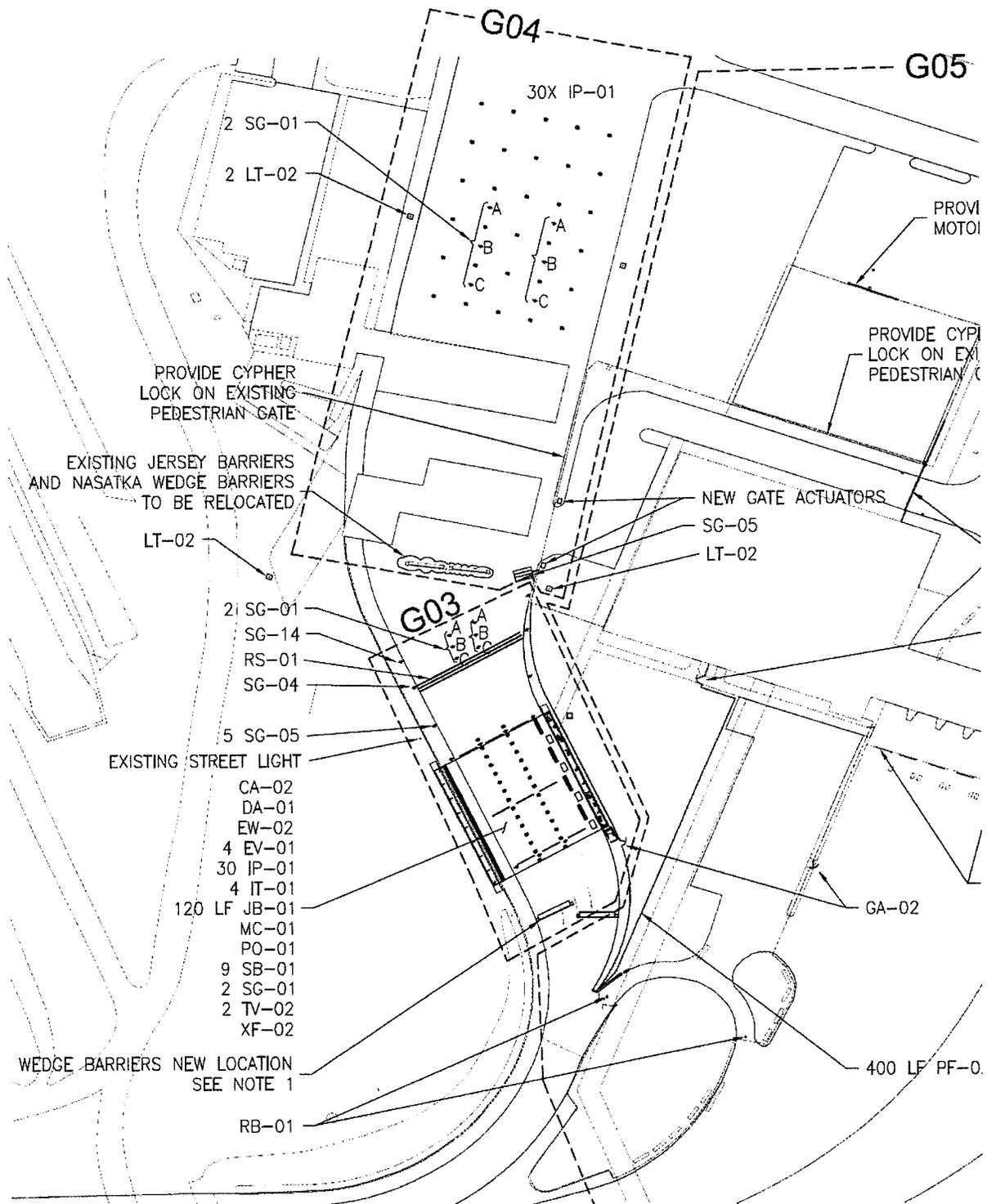
ACKNOWLEDGMENT

STATE OF TEXAS

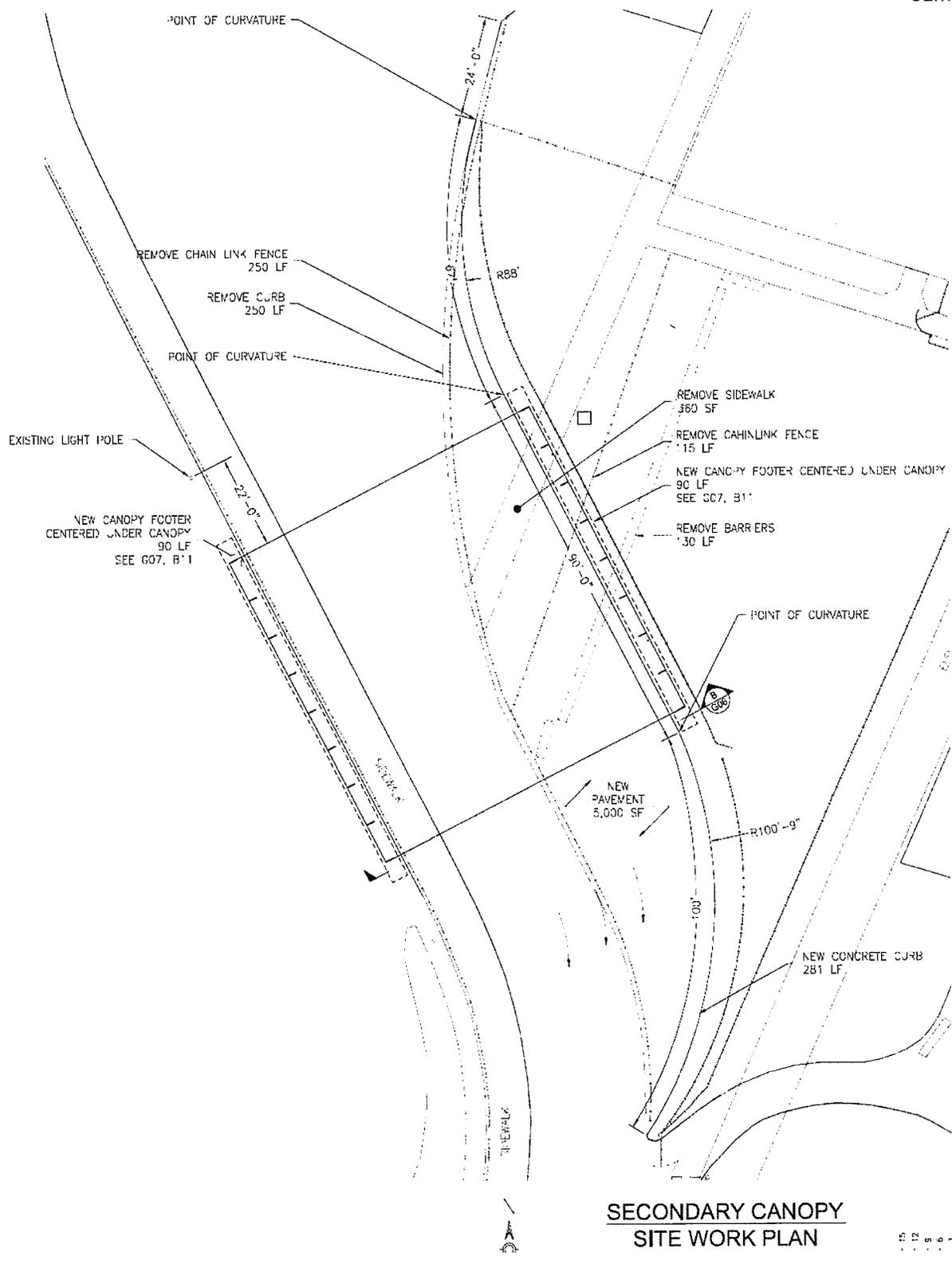
COUNTY OF TARRANT

This instrument was acknowledged before me on _____, 2013 by _____, Contracting Officer on behalf of the United States General Services Administration.

Notary Public - State of Texas







**SECONDARY CANOPY
 SITE WORK PLAN**

15
 12
 8
 6