

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** AIRPORT

**AGENDA DATE:** December 5, 2006

**CONTACT PERSON/PHONE:** Patrick T. Abeln, A.A.E. – 780-4724

**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

Resolution approving that the City Manager be authorized to sign a Ninth Amendment to the Facilities Management and Tourism Agreement between the City of El Paso and SMG to provide for an additional year of management and operation services of the Visitor's Information Center located within the Airport Terminal Building at the El Paso International Airport.

**BACKGROUND / DISCUSSION:**

EPIA's passenger terminal contains an attractive Visitor's Center located in the main lobby of the terminal entryway. The El Paso Convention and Visitor's Bureau through the management of SMG has operated this center since October 24, 2002, and Airport staff believes that SMG should continue to provide the traveling public with a full range of information services on our trade area of West Texas, Southern New Mexico and Northern Mexico. This 9<sup>th</sup> Amendment will extend the management of the Visitor's Center for an additional year, to expire on October 24, 2007. The estimated cost for operation of the Visitor's Center for this extension is \$36,460 and the City through the Department of Aviation reimburses SMG.

**PRIOR COUNCIL ACTION:**

Original agreement was approved October 2002 for one year and has been before Council for extensions in 2003, 2004, and 2005.

**AMOUNT AND SOURCE OF FUNDING:**

Item has been budgeted for FY 2007, Account 62620001-40101-502215.

**BOARD / COMMISSION ACTION:**

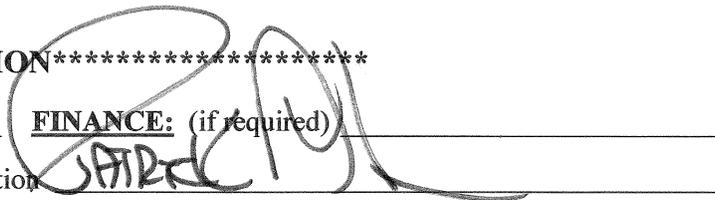
NA

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

**LEGAL:** (if required)

  
Raymond L. Telles, Asst. City Attorney

**FINANCE:** (if required)



**OTHER:**

Patrick T. Abeln, A. A. E., Director of Aviation

(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:** \_\_\_\_\_

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CITY CLERK DEPT.

# RESOLUTION

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

That the City Manager be authorized to sign a Ninth Amendment to the Facilities Management and Tourism Agreement between the City of El Paso and SMG to provide for an additional year of management and operation services of the Visitor's Information Center located within the Airport Terminal Building at the El Paso International Airport.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

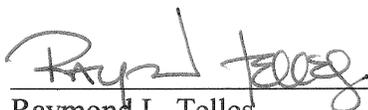
CITY OF EL PASO:

\_\_\_\_\_  
John F. Cook  
Mayor

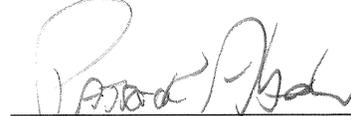
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patrick T. Abeln, A. A. E.  
Director of Aviation

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CITY CLERK DEPT.

STATE OF TEXAS            )  
   )  
 COUNTY OF EL PASO        )            **NINTH AMENDMENT TO FACILITY  
 MANAGEMENT AND TOURISM AGREEMENT**

This Ninth Amendment (“Amendment”) to the Facility Management and Tourism Agreement (“Agreement”) dated March 12, 1998 is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF EL PASO (“City”) and SMG, a Pennsylvania general partnership (“SMG”).

**WHEREAS**, the City owns and operates the El Paso International Airport (“Airport”);

**WHEREAS**, the City has previously determined that it would be of benefit to the traveling public to establish an Airport Visitor’s Information Center (“Visitor’s Center”) within the Airport Terminal Building;

**WHEREAS**, pursuant to the Agreement, SMG is the Manager of the El Paso Convention & Visitors Bureau and Convention & Performing Arts Center and other municipally owned venues on behalf of the City;

**WHEREAS**, pursuant to the terms and conditions set forth in the Second Amendment to the Agreement, SMG agreed to provide management and operation services with respect to the Visitor’s Center at the Airport (“Additional Services”); and

**WHEREAS**, the parties now desire to extend the term of the Additional Services for an additional year;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **TERM.** SMG shall provide the Additional Services as defined in the Second Amendment to the Facility Management and Tourism Agreement for an additional period of one year, to expire on October 24, 2007.
2. **CONSIDERATION.** The estimated cost due of the City for reimbursement of salaries and benefits for staffing the Visitor’s Center for this additional year is FORTY FIVE THOUSAND SEVEN HUNDRED AND 00/100 DOLLARS (\$45,700.00), based upon the position descriptions as defined in the Second Amendment to the Facility Management and Tourism Agreement.
3. **REMAINING TERMS AND CONDITIONS.** Except as herein provided, all terms and conditions of the Agreement dated March 12, 1998 and as subsequently amended in writing by both parties, shall remain in full force and effect.

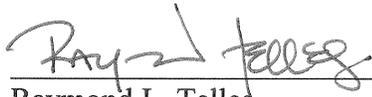
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IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first noted above.

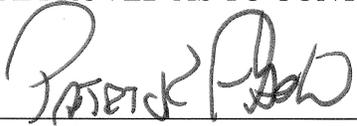
THE CITY OF EL PASO

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patrick T. Abeln, A. A. E.  
Director of Aviation

SMG, a Pennsylvania general partnership

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