

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
AGENDA SUMMARY FORM**

**DEPARTMENT:** Mayor & Council

**AGENDA DATE:** March 17, 2020

**CONTACT PERSON NAME + PHONE NUMBER:** Rep. Peter Svarzbein: (915) 212-1002

**DISTRICT(S) AFFECTED:** District 1

**STRATEGIC GOAL:** Goal 4 - Enhance El Paso's Quality of Life through  
Recreational, Cultural and Educational Environments

**SUBJECT:**

Resolution authorizing the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00 to support the maintenance and operation of a bike share station installed by the Camino Real Regional Mobility Authority at the City park located at the Mission Hills Bike Station.

**BACKGROUND / DISCUSSION:**

This item is to support the maintenance and operation of a bike share station installed by the Camino Real Regional Mobility Authority at the City park located at the Mission Hills Bike Station and serves the municipal purpose of enhancing and supporting El Paso's Infrastructure Network.

**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? N/A

Has the item been budgeted? N/A

If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

**RESOLUTION**

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

That the City Council declares that the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00 to support the maintenance and operation of a bike share station installed by the Camino Real Regional Mobility Authority at the City park located at the City's Mission Hills Park serves the municipal purpose of enhancing and supporting El Paso's Infrastructure Network and is authorized; and

That the City Manager be authorized to effectuate any budget transfers and payments necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements with the Camino Real Regional Mobility Authority and amendments to such agreements.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

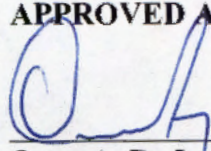
**THE CITY OF EL PASO:**

\_\_\_\_\_  
Dee Margo, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney



STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

**AGREEMENT**

This Agreement (the "**Agreement**") is entered this \_\_\_\_ day of \_\_\_\_\_, 2020 (the "**Effective Date**") and is between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (the "**City**") and the Camino Real Regional Mobility Authority (the "**CRRMA**") a political subdivision of the State of Texas.

**WHEREAS**, the City, through various departments and programs, encourages the development of public transportation options in order to enhance and sustain El Paso's infrastructure network; and

**WHEREAS**, the CRRMA owns and operates a bike share program in El Paso, known locally as SunCycle and the City Council Representative from District 1 desires to provide some funds to support the operation of a SunCycle station at a municipal park within District 1; and

**WHEREAS**, it is in the interest of the City, the CRRMA and the residents of the City of El Paso to have a robust bike share program in the region, for the benefit of the area's infrastructure network, as well as the health benefits for El Paso residents utilizing the bikes.

The parties agree as follows:

**1. FUNDS.**

The City will provide monetary support to the CRRMA in the total aggregate amount of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) made available from District 1 funds (the "**Funds**"). The City will distribute the Funds to the CRRMA upon receipt of one or more invoices from the CRRMA.

**2. SCOPE OF WORK.**

The CRRMA will use the Funds for the maintenance and operation of the SunCycle bike share station installed by the CRRMA at the City's Mission Hills Park ("**Bike Station**"). The invoice(s) submitted by the CRRMA will provide the City with a breakdown of the maintenance and operation expenses incurred by the CRRMA relating to the Bike Station, which shall consist of a prorated portion of its monthly maintenance and operation fees for operation of the entire SunCycle system. If the CRRMA fails to provide such information, then the City may withhold disbursement of Funds until remedied by the CRRMA.

**3. TERM.**

Unless terminated sooner as provided below, this Agreement commences on the Effective Date noted above and ends upon the complete disbursement of the Funds.



4. **CLAIMS.** The City will forward to the CRRMA any claims for property damage, personal injury, or death related to the operation and maintenance of the Bike Station. The CRRMA will handle all claims forwarded by the City in accordance to law.

5. **TERMINATION.**

This Agreement may be terminated as provided in this Section.

- A. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 15 calendar days before termination.

- B. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure.

6. **GENERAL PROVISIONS.**

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the CRRMA and the City. As such, the City is not subject to the liabilities or obligations the CRRMA obtains under the performance of this Agreement.

- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this Agreement "**business days**" means Monday through Friday excluding City holidays and "**calendar days**" means Monday through Sunday excluding City holidays.

- D. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

**To the City:**

The City of El Paso  
Attn: City Manager  
P. O. Box 1890  
El Paso, Texas 79950-1890



**With a Copy to:**

The City of El Paso  
Attn: \_\_\_\_\_  
P. O. Box 1890  
El Paso, Texas 79950-1890

**To the CRRMA:**

Camino Real Regional Mobility Authority  
Attn: Executive Director  
801 Texas Avenue  
El Paso, Texas 79901

- E. CONFIDENTIALITY.** The parties acknowledge that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW.** This Agreement is governed by Texas law.
- G. VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the CRRMA will procure all licenses and pay all fees or other charges as required to complete the work contemplated under this agreement.
- K. FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- L. SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the CRRMA, and the CRRMA's successors and assigns. Neither party may



assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

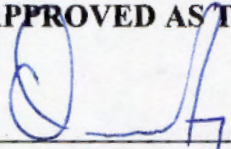
- M. THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- N. PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- O. REPRESENTATIONS AND WARRANTIES.** The CRRMA warrants to the City that the CRRMA has all required licenses, permits, and expertise to perform the work contemplated by this Agreement. The persons executing this Agreement on behalf of the parties each have the authority to sign on behalf of their respective party.
- P. USE OF FUNDS.** Each party paying for the performance of governmental functions or services must make those payment from current revenues available to the paying party.
- Q. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

**IN WITNESS WHEREOF,** the parties have entered into this Agreement on the Effective Date first noted above.

**CITY OF EL PASO**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY:**

\_\_\_\_\_  
Raymond L. Telles  
Executive Director