

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

**DEPARTMENT:** City Development Department, Planning Division

**AGENDA DATE:** June 4, 2013

**CONTACT PERSON/PHONE:** Shamori Whitt, (915) 541-4477, whittSR@elpasotexas.gov

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

Discussion and action on the Third Amended Interlocal Agreement between the City of El Paso and the Downtown Management District (DMD). (**District 8**).

**BACKGROUND / DISCUSSION:**

The third amendment of the Interlocal Agreement between the City and the DMD is necessary in order to extend the physical boundaries and adds new sign typology to the Downtown wayfinding program (already described in the Second Amendment of the Interlocal), in accordance with "The City of El Paso Downtown Pedestrian Wayfinding Plan" and the Downtown 2015 Plan. In addition, the amendment allows the DMD to secure fabrication of the wayfinding elements prescribed in the City's Downtown Wayfinding Plan. The amendment also establishes a fee per sign payment amount for wayfinding elements but does not change the overall payment agreement already set in the Second Amendment of the Interlocal Agreement.

**PRIOR COUNCIL ACTION:**

The *First Interlocal Agreement* was passed on February 1, 2011 to allow the DMD to implement activities to preserve, maintain, and enhance the economic health and vitality of the Downtown El Paso area through public service outreach, downtown marketing services, and supplemental sanitation services, with the government purpose of stimulating commercial development and business activity in the downtown area.

The *Second Interlocal Agreement* was passed on February 18, 2013 to allow the DMD to manage the City's Downtown wayfinding program and perform hardware upgrades needed on City assets needed for the placement of marketing materials. The DMD also assumed responsibility of maintenance for the materials. In consideration of the supplemental activities, the City agreed to increase payment to the DMD from \$350,000 to \$500,000.

Please note, the *Third Interlocal Agreement* is not adjusting the previous payment amount but sets a specific fee per sign amount for the wayfinding elements.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

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

**LEGAL:** (if required) N/A

**FINANCE:** (if required) N/A

**DEPARTMENT HEAD:**

Carlos Gallinar  
Deputy Director of City Development Department, Planning

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**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO        )

**THIRD AMENDED INTERLOCAL AGREEMENT**

This Interlocal Agreement, as amended, is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF EL PASO, a Texas home-rule municipal corporation ("the City") and the El Paso Downtown Management District ("DMD"), a Texas Municipal Management District, organized under Texas Local Government Code Chapter 375. The City and the DMD may be referred to in this Amendment individually as "Party" and collectively as the "Parties."

The Parties hereby agree to amend their current Interlocal Agreement dated February 1, 2011 (the "Interlocal"), subject to the following terms and conditions. The Parties agree that the additional terms and conditions will apply to the Interlocal unless further modified or amended by the Parties.

**WHEREAS**, on or about February 1, 2011, the Parties entered into an Interlocal Agreement implementing activities to preserve, maintain, and enhance the economic health and vitality of the downtown El Paso area through public outreach development, downtown marketing services, and supplemental sanitation services, with the governmental purpose of stimulating commercial development and business activity in the downtown area; and

**WHEREAS**, on or about February 18, 2013, the Parties amended the Agreement to supplement marketing efforts in El Paso's downtown area by having the DMD manage the City's Downtown wayfinding program and upgrade certain trash bins with the hardware needed for the placement of marketing materials, and perform maintenance on city owned kiosks, in consideration for these supplemental services the City agrees to increase the payment from \$350,000 to \$500,000; and

**WHEREAS**, the Parties now desire to amend the agreement to supplement marketing efforts in El Paso's downtown area by extending the DMD's authority over the Downtown wayfinding kiosks beyond the kiosks in the Union Plaza and San Jacinto Park to the entirety of the Downtown Management District, in consideration for these added services the City agrees to pay the DMD on a per kiosk basis.

**NOW THEREFORE, KNOW ALL BY THESE PRESENT THAT :**

For and on behalf of the general public good and the mutual covenants and promises hereinafter set forth in this Agreement, the Parties agree as follows:

**ARTICLE 1. BACKGROUND AND PURPOSE**

**Section 1.01   *Authorization***

This amendment is executed by the Parties in accordance with Section 9.6 of the Interlocal Agreement.

## **Section 1.02 Purpose**

The Parties execute this Amendment for the following purposes:

1.02.1 To supplement the marketing efforts by the City in El Paso's Downtown area by incorporating additional marketing resources to display promotional and wayfinding information and promote maintenance of these City-owned devices.

1.02.2 To supplement and make more efficient and convenient the promotion of downtown events and activities in downtown and throughout the city by having the DMD serve as a conduit for city-wide marketing efforts focused on downtown events.

## **Section 1.03 Effective date.**

Unless otherwise specified, these additions to the Interlocal agreed to in this Amendment shall be effective as of June 4, 2013.

## **ARTICLE 2. ADDITIONS TO THE "SCOPE OF SERVICES"**

### **Section 2.01 Addition of Responsibilities**

The following change is made to section 2.2.5 under Section 2.0 (Scope of Services), Subsection (DMD Responsibilities), of the Interlocal:

*2.2.5 Content Management for Downtown Wayfinding Kiosks to supplement the broad-based marketing program.* The City and the DMD agree that the DMD will be the lead entity responsible for providing content on the existing and future city-owned kiosks located throughout the Downtown Plan Area and Downtown Management District, the boundaries of which are shown in Exhibit A (maps). The DMD will be responsible for the following:

(A) Secure fabrication of the Downtown wayfinding elements in accordance with state procurement laws within thirty (30) days of receiving a written request to do so from the City. The total fabrication costs shall not exceed Two Million and No/100 Dollars (\$2,000,000.00), and the DMD shall promptly invoice the City for fabrication costs as those costs are incurred.

(B) Provide materials that will be placed on the kiosks that is in compliance with the wayfinding sign definition approved by the City Council. Material is to be placed on all the kiosks within sixty (60) calendar days of the execution of this Amendment and will be changed out at least once in a calendar year. All material will follow the sign definition standards, as provided for in the El Paso City Code.

(C) Low-level Maintenance for the kiosks content area is to be provided by the DMD to include replacement of the content, removing graffiti, painting the kiosks at least once every three (3) years. The DMD will inspect the kiosks at least once a quarter and report any deficiencies to City staff. Damaged or defaced signs will be replaced by the DMD.

(D) DMD staff will receive training and protocol guidelines from appropriate City staff on the proper way and necessary tools to place content on the kiosks and will follow the City's protocol in installing such content. Upon request, the DMD can provide City staff samples of the materials that will be placed on the kiosks four (4) weeks in advance of such placement.

(E) Secure funding for privately sponsored marketing materials. Such materials will be replaced by the DMD once a year. Applicants that request additional replacement of privately sponsored marketing materials may be responsible for the cost of materials and their replacement.

(F) Develop the standards for the material type, such as weight of paper and dimensions of total content area, for all materials to be placed on the kiosks, and develop a schedule for when content will be changed out if this is more frequently than once annually.

(G) Half (1/2) of the kiosks in the Downtown area will be made available for City sponsored events if a four-week notice is given to the DMD.

(H) Annual report. On a yearly basis, provide an annual report to the City Manager detailing its performance of activities under this agreement.

#### City Responsibilities

(A) Reimburse the DMD for the cost of the fabrication of the Downtown wayfinding elements within thirty (30) days of receipt of an invoice for the elements from the DMD.

(B) Ensure the hardware of the kiosks is in working order within sixty (60) calendar days of execution of this amendment and provide training on the protocol guidelines to place the materials on the kiosks appropriately in that timeframe.

(C) High-level Maintenance for the kiosk infrastructure. If an existing kiosk is damaged beyond capabilities of the DMD—such as by a car accident—taking the appropriate measures to replace or remove the kiosks.

(D) Replacement of kiosks should the kiosks be damaged beyond repair as funding may be available.

(E) For content requested by the City to promote city-sponsored events only, the City shall provide the printed materials to be placed on the kiosks at least four (4) weeks in advance of the requested date of placement. The City can opt to reimburse the DMD for printing services and design and placement costs for the marketing materials

## **ARTICLE 3. AMENDMENT TO THE "ALLOCATION OF EXPENSES AND CONTRIBUTION FOR SERVICES"**

### **Section 3.01 *Addition to Consideration***

The following is added as section 3.5 to Section 3.0 (Allocation of Expenses and Contribution for Services of the Interlocal:

3.5 In consideration of the DMD performing the Content Management for downtown Wayfinding Kiosks to supplement the broad-based marketing program services as set forth in Section 2.2.5 and for securing the elements as set forth in Section herein, the City hereby agrees to pay an annual flat fee per sign of Two Hundred and No/100 Dollars (\$250.00) for every sign placed on street lights (standard size of 16' by 8' or as indicated by the plan approved by City Council) and Two Thousand Five Hundred and No/100 Dollars (\$2,500) for every Wayfinding Kiosk sign (standard size of 22' by 26' or as indicated by the plan approved by City Council). The City will pay the DMD the initial annual fee within thirty (30) days of signing this Amendment based on the signs in operation at that time. Thereafter, the City will pay the DMD within thirty (30) days after the anniversary of the date on which this Amendment is executed.

For signs that are placed in service during the course of the year, the City shall pay the DMD for the number of months the signs were in service, with the assumption that signs were placed in service in the middle of the month that they were placed in service. The DMD will document the additional signs placed in service on its annual report filed pursuant to section 2.2.4(I).

## **ARTICE 4. ADDITON TO "TERM AND TERMINATION"**

### **Section 4.01 *Addition to Termination***

The following is added as section is added as 4.2.3.2 to Section 4.2.3 (Termination Without Cause) of the Interlocal:

4.2.3.2 The Agreement set forth in this Amendment to the Interlocal dated February 1, 2011, may be terminated by either party for any reason, or for no reason whatsoever, upon sixty (60) days written notice prior to the anniversary date of execution of this Amendment, and such termination of this Amendment shall not affect or cause the termination of the Interlocal Agreement dated February 1, 2011, or any previous Amendments to the Interlocal.

## **ARTICLE 5. REPRESENTATIONS AND AGREEMENT OF THE PARTIES**

### **Section 5.01 *Continuing effect of the Interlocal Agreement.***

The Parties contract and agree that the terms of the Interlocal Agreement dated February 1, 2011, shall remain in full force and effect.

**Section 5.02 Incorporation of the terms of the Amendment.**

By signing this Amendment, the Parties expressly understand and agree that this Amendment is hereby made a part of the Interlocal Agreement dated February 1, 2011, as though it were set out verbatim in the Interlocal.

IN WITNESS HEROF, the City and DMD have each caused this amendment to be signed and delivered by its duly authorized representative.

CITY OF EL PASO

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew K. Behrens  
Assistant City Attorney

APPROVED AS TO CONTENT:

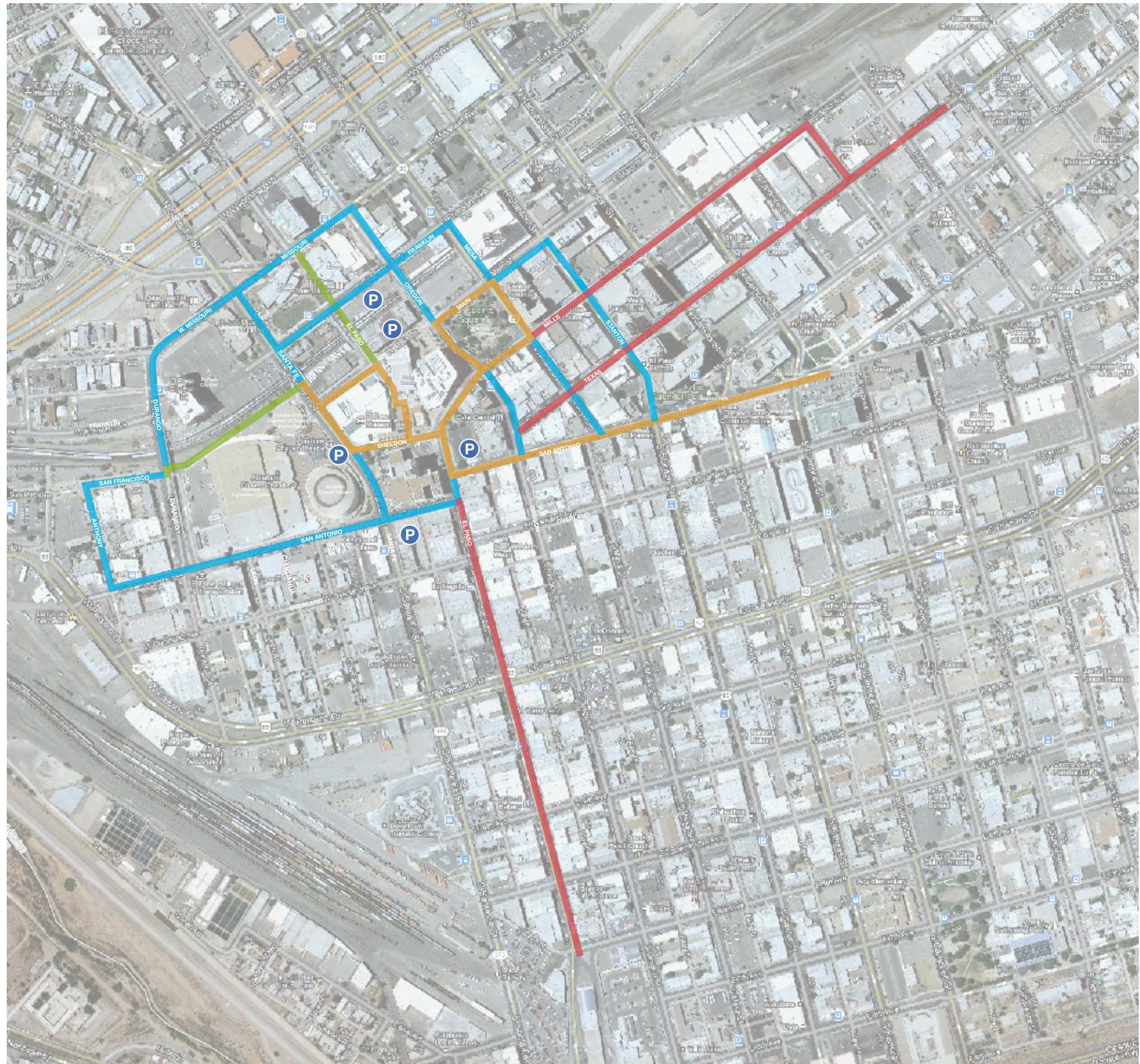
\_\_\_\_\_  
Carlos Gallinar, Deputy Director of  
City Development, Planning

EL PASO DOWNTOWN  
MANAGEMENT DISTRICT ("DMD")

By: \_\_\_\_\_  
Robert S. Ayoub, President  
Board of Directors

ATTEST:

By: \_\_\_\_\_  
Michael D. McQueen, Secretary

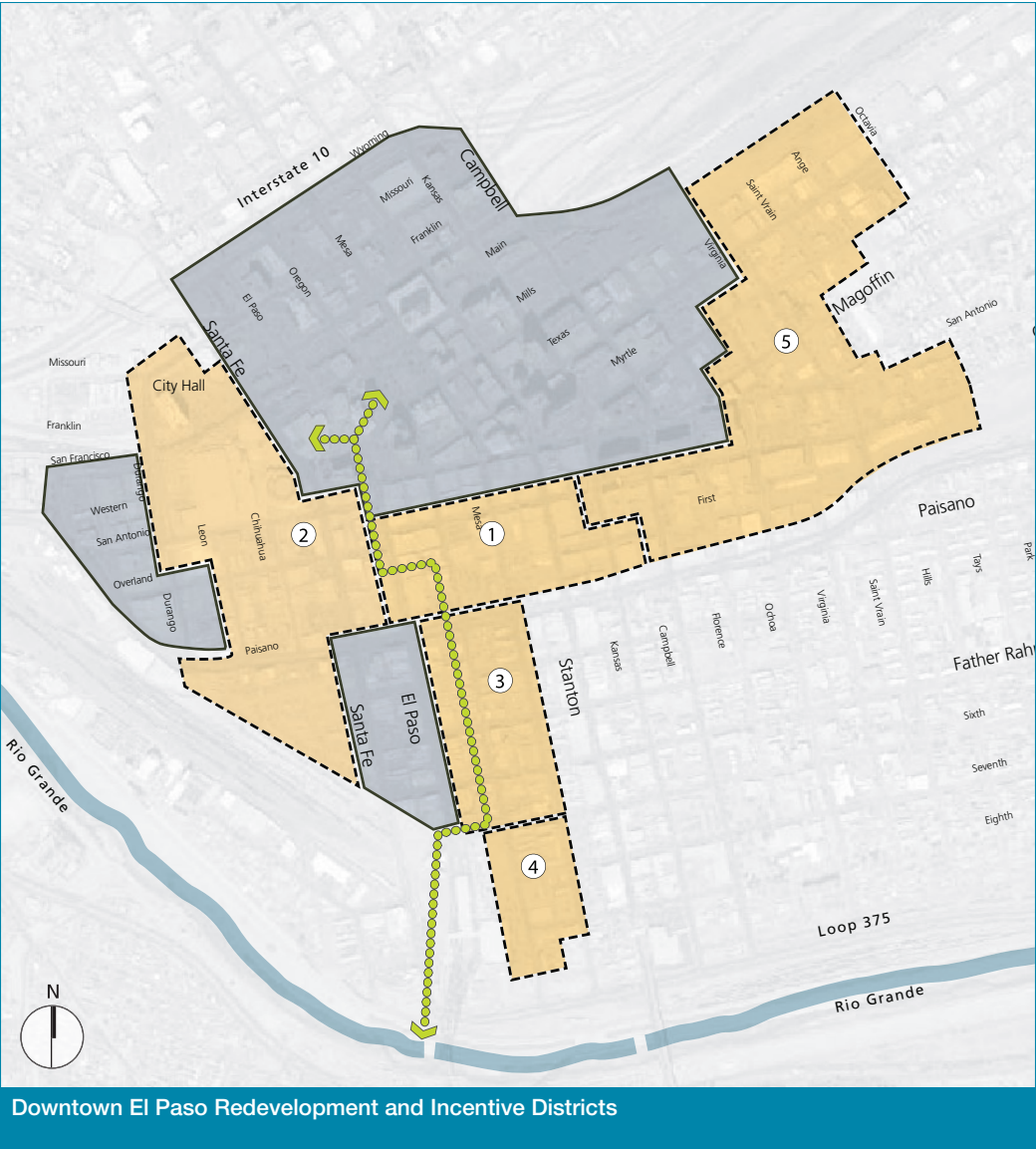


-  Original Pathway
-  Pedestrian Wayfinding  
Additional Scope Area  
(Phase I)
-  Pedestrian Wayfinding  
Additional Scope Area  
(Phase II)
-  Pedestrian Wayfinding  
Additional Scope Area  
(Phase III)

Summary of What this Plan Provides

Chapter 1 provides an introduction to the strategic planning efforts for the Downtown 2015 Vision including the Plan's objectives, principles and planning process. Chapter 2 highlights the key issues abstracted from an analysis of the regional and local issues that was conducted for the downtown. Chapter 3 translates these findings into a compelling vision for downtown's redevelopment.

Chapter 4 details design guidelines and development standards for residential and commercial development and improvements to the public realm while maintaining flexibility for the private market. Chapter 5 presents options for an action plan with phasing and implementation recommendations within the context of the City's development process. The last section is a series of appendices providing background information and analyses utilized to formulate the Plan.



- ① First Street: Lifestyle Retail District
- ② Santa Fe Street: Entertainment/Convention/Arena
- ③ Oregon/Mesa: Mercado District and Residential Infill
- ④ Rio Grande: Border Retail
- ⑤ Magoffin/San Antonio Neighborhood: Residential Mixed Use
- Greater Downtown Incentive District
- Redevelopment District
- Bi-National Arts Walk