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

2015 AUG 13 PM 2: 12

DEPARTMENT:

Streets and Maintenance

AGENDA DATE:

August 18, 2015

CONTACT PERSON/PHONE:

Ted Marquez, Director, Streets and Maintenance (915) 212-7015

DISTRICT(S) AFFECTED:

District 8

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

A resolution that the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso, Texas ("City"), and the El Paso Independent School District ("EPISD"), for managing the distribution of parking permits for the educational parking district as further described in the Agreement, at no cost to the City, for an initial term of one year with renewal options.

BACKGROUND / DISCUSSION:

The City of El Paso has received a request from El Paso Independent School District to create an educational parking district (Zone X) to allow parents to park in order to pick up and drop off their children where parking is restricted per current ordinance at or around Mesita Early Childhood Development Center at Vilas. EPISD may issue up to two educational parking permits per each registered student's household and one permit for all other auxiliary personnel, such as interns, volunteers and tutors. EPISD is solely responsible for all costs and administration associated with production and distribution of the parking permits; the color and type of parking permit shall first be approved by the City prior to disbursement.

SELECTION SUMMARY:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Account No: N/A
Funding Source: N/A

Amount: N/A

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD

Ted Marquez, Director, Streets and Maintenance

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement ("Agreement") by and between the City of El Paso, Texas ("City"), and the El Paso Independent School District ("EPISD"), for managing the distribution of parking permits for the educational parking district as further described in the Agreement, at no cost to the City, for an initial term of one year with renewal options.

ADOPTED THIS	DAY OF	2015.
		CITY OF EL PASO:
		Oscar Leeser Mayor
ATTEST:		
Richarda Duffy Momsen, City Clerk		
APPROVED AS TO FORM:		APPROVED AS TO CONTENT
Lauren Ferris Assistant City Attorney		Ted Marquez, P.E., Director Streets and Maintenance Department
		APPROVED AS TO CONTENT:
		Larry F. Nichols, Director Planning & Inspections Department

STATE OF TEXAS COUNTY OF EL PASO	\$ \$ \$	INTERLOCAL AGREEMENT
9		at (hereinafter "Agreement") is made this the day of fter "effective date"), by and between the City of El Paso, a
home rule municipal corpo	oration	n (hereinafter "CITY") and the El Paso Independent School
District (hereinafter "EPISD)").	
· ·		EPISD are authorized to enter into this Agreement under the

der the provisions of Chapter 791, Texas Government Code; and

authorizes the CITY to contract with another WHEREAS, Ordinance entity to distribute parking permits for designated areas in the City; and

WHEREAS, CITY and EPISD share an interest and it is of mutual benefit for EPISD to distribute educational parking permits for a defined educational parking district boundary near the Mesita Early Childhood Center, located at 220 Lawton, El Paso, Texas; and

NOW, THEREFORE, CITY AND EPISD HEREBY ENTER INTO THIS INTERLOCAL GOVERNMENTAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 **ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes as if set forth verbatim:

Attachment "A" Boundaries of the educational parking district created by the **CITY** and covered by this Agreement

"Educational Parking District" for purposes of this Agreement is defined in Attachment "A" to this Agreement.

"Educational Facility" means an elementary or secondary school as defined by Sections 20.02.840 and 20.02.841, of the El Paso City Code, located within an established residential parking district.

"Parent/Legal Guardian" means the parent or legal guardian of one or more students enrolled in an Educational Facility.

2.0 CONTRACTUAL RELATIONSHIP

The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

- 2.1-1 As an independent contractor, EPISD understands and agrees that it will be responsible for its respective acts or omissions, and CITY shall in no way be responsible as an employer to EPISD's officers, employees, agents or representatives who perform any service in connection with this Agreement.
- 2.1-2 As an independent contractor, CITY understands and agrees that it will be responsible for its respective acts or omissions, and EPISD shall in no way be responsible as an employer to CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.
- 2.2 EPISD acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind CITY to any obligation other than the obligations set forth in this Agreement. CITY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind EPISD to any obligation other than the obligations set forth in this Agreement.
- 2.3 The parties acknowledge and expressly agree that, in all things relating to this Agreement, CITY and EPISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that CITY and EPISD enter into this Agreement as governmental entities for the purpose of performing a governmental function.

3.0 SCOPE AND TERM OF AGREEMENT

- 3.1 Scope. CITY and EPISD agree on the basis set out in this Agreement that EPISD will be solely responsible for the distribution of educational parking permits ("educational parking permit(s)" or "parking permit(s)") for qualified individuals to park within the educational parking district boundaries as further described in Attachment "A". A qualified individual for which an educational parking permit may be issued by EPISD to includes a parent or legal guardian, and/or other auxiliary personnel, such as interns, volunteers, and tutors associated with or working at the educational facility ("qualified individual"). An educational parking permit shall not be given to residents or members of the existing residential parking district that have an existing parking permit or members of the educational facility's teaching or administrative staff. EPISD may issue up to two (2) educational parking permits per each registered student's household and one (1) permit for all other auxiliary personnel. The color and type of parking permit shall first be approved by the CITY prior to disbursement. The Permits shall be valid for one year from the date of issuance. An expired permit shall not be displayed in parked vehicles. The permit must be displayed in a manner that allows the entire permit to be viewed from outside the vehicle through the front windshield.
- 3.1.1 EPISD is solely responsible for all costs and administration associated with production and distribution of the parking permits. EPISD is responsible for costs associated with replacement of a lost, stolen, or destroyed parking permit. EPISD shall require the permit holder to submit a signed affidavit stating the permit was lost, stolen or destroyed.

- 3.1.2 EPISD shall advise all permit holders of the following: a parking permit shall not guarantee or reserve to the holder a curbside parking space within an educational parking district; an educational parking permit shall not authorize the holder cause to stand or park a motor vehicle at such places where parking is prohibited or during such times as when the stopping, standing or parking of motor vehicles is set aside for specified types of vehicles, nor exempt the holder from observance of any traffic regulation including, but not limited to, vehicle abandonment laws, towing laws or parking meter payment.
- 3.1.3 EPISD shall advise permit holders that an educational parking permit may be revoked for the following reasons: 1) The unauthorized transfer or assignment of a permit; 2) The applicant for the permit falsely represented herself/himself as being eligible for a permit, submits false documentation, or otherwise makes a false statement of a material fact on an application for a permit; 3) The permittee loses his/her status as a qualified individual or other qualification to apply for a permit.
- 3.1.4 CITY shall have the right to use or allow public use of the educational parking district area at any time to protect the health, safety, and welfare of the public.
- 3.2 <u>Term.</u> This Agreement shall become effective on the date stated above contingent upon CITY passing Ordinance Number ______, and shall be for a primary term of one (1) year from the effective date. This Agreement shall renew automatically for one (1) year terms under the same terms and conditions, unless either party provides a thirty day notice in writing of its intention not to extend or unless terminated as hereinafter provided in Section 4.0 of this Agreement.
- **4.0 TERMINATION.** This Agreement may be terminated as provided herein.
- 4.1 <u>Termination by Mutual Consent</u>. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.
- 4.2 <u>Termination by Either Party</u>. It is further understood and agreed by the CITY and EPISD that either party may terminate this Agreement in whole or in part.
- 4.2-1 Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.
- 4.2-1 Either party may terminate this Agreement effective at the end of its fiscal year upon giving thirty (30) days written notice to the other party.
- 4.3 <u>Termination Shall Not Be Construed as Release</u>. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved

of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

- 4.3-1 Except as otherwise provided herein, all duties and obligations of CITY and EPISD shall cease upon termination or expiration of this Agreement.
- 4.4 Immediate Termination. This Agreement shall automatically terminate upon the event that the educational parking district ceases to exist.

5.0 MISCELLANEOUS

- 5.1 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of CITY and EPISD. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The CITY's City Manager is authorized to amend this Agreement if such amendment does not affect the annual budget of CITY. EPISD's Superintendent is authorized to amend this Agreement if such amendment does not affect the annual budget of EPISD.
- 5.2 <u>Complete Agreement.</u> This Agreement, together with the Attachment attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.
- 5.3 <u>Governing Law and Venue.</u> This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of CITY. Venue shall lie in El Paso County, Texas.
- 5.4 <u>Severability.</u> All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.
- 5.5 <u>Notices.</u> All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office, certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed

by written notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

Attention: City Manager

El Paso, Texas 79950-1890

Streets and Maintenance Department

City of El Paso

P.O. BOX 1890

Attention: Director

		P.O. BOX 1 El Paso, Tex	890 xas 79950-1890	
	EPISD:	El Paso Inde Attn: Super 6531 Boeing El Paso, Tex	g Drive	ct
	COPY TO:	General Cou 6531 Boeing El Paso, Tex	g Drive	
	parties warrant		authority to do so and	signing this Agreement on to bind the parties to this
(including any		ments); understands		s Agreement in its entirety n behalf of such party that
Execu	ited this	day of		, 2015.
			CITY OF EL PAS	o
			Oscar Leeser, Mayo	or
ATTESTED:				
Richarda Dufi	fy Momsen			
-		(Signatures continue	on following page)	
				_

CITY:

COPY TO:

APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
Lauren Ferris	Ted Marquez, P.E., Director
Assistant City Attorney	Streets and Maintenance Department
	APPROVED AS TO CONTENT:
	Larry F. Nichols, Director Planning & Inspections Department
	EL PASO INDEPENDENT SCHOOL DISTRICT
	By:
	Dori Fenenbock, President Board of Trustees
ATTESTED:	
Trent Hatch Secretary, EPISD Board of Trustees	_
APPROVED AS TO FORM:	
Jeanne C. Collins	_
General Counsel, EPISD	

ATTACHMENT "A" BOUNDARIES OF EDUCATIONAL PARKING DISTRICT

Beginning at the intersection of the centerline of Yandell Drive with the northeast curbline of Lawton Street;

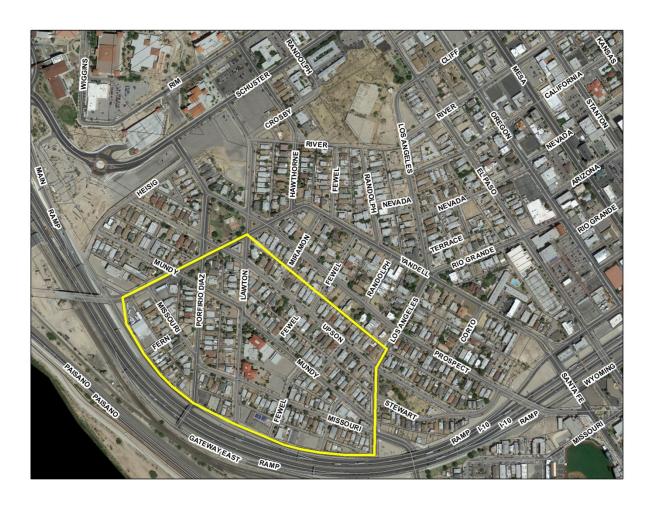
Thence south along the eastern curbline of Lawton Street to its intersection with the centerline of the alley between Prospect and Upson Streets;

Thence southeast along the centerline of the alley between Prospect and Upson Streets to its intersection with the northeast curbline of Los Angeles Street;

Thence south along the east curbline of Los Angeles Street to its intersection with the northeast curbline of Main Street;

Thence west along the north curbline of Main Street to its intersection with the northeast curbline of Yandell Drive;

Thence northeast along the northeast curbline of Yandell Street to the point of beginning.



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STATE OF TEXAS COUNTY OF EL PASO	& & &	INTERLOCAL AGREEMENT		Style Definition: Body Text Formatted
, 2015 (he	reinafte oration	(hereinafter "Agreement") is made this the day of er "effective date"), by and between the City of El Paso, a (hereinafter "CITY") and the El Paso Independent School		

authorizes the CITY to contract with another

WHEREAS, CITY and EPISD share an interest and it is of mutual benefit for EPISD to distribute educational parking permits for a defined educational parking district boundary near the Mesita Early Childhood Center, located at 220 Lawton, El Paso, Texas; and

WHEREAS, CITY and EPISD are authorized to enter into this Agreement under the

NOW, THEREFORE, CITY AND EPISD HEREBY ENTER INTO THIS INTERLOCAL GOVERNMENTAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 ATTACHMENTS

provisions of Chapter 791, Texas Government Code; and

entity to distribute parking permits for designated areas in the City; and

WHEREAS, Ordinance

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes as if set forth verbatim:

Attachment "A" Boundaries of the educational parking district ownedcreated by the CITY and covered by this Agreement

"Educational Parking District" for purposes of this Agreement is defined in Attachment "A" to this Agreement.

"Educational Facility" means an elementary or secondary school as defined by Sections 20.02.840 and 20.02.841, of the El Paso City Code, located within an established residential parking district.

"Parent/Legal Guardian" means the parent or legal guardian of one or more students enrolled in an Educational Facility.

2.0 CONTRACTUAL RELATIONSHIP

2.1 The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is

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intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

- 2.1-1 As an independent contractor, EPISD understands and agrees that it will be responsible for its respective acts or omissions, and CITY shall in no way be responsible as an employer to EPISD's officers, employees, agents or representatives who perform any service in connection with this Agreement.
- 2.1-2 As an independent contractor, CITY understands and agrees that it will be responsible for its respective acts or omissions, and EPISD shall in no way be responsible as an employer to CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.
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- 3.1.4 CITY shall have the right to use or allow public use of the educational parking district area at any time to protect the health, safety, and welfare of the public.
- 3.2 <u>Term.</u> This Agreement shall become effective on the date stated above contingent upon CITY passing Ordinance Number ________, but no later than August 18, 2015, and shall be for a primary term of one (1) year from the effective date and. This Agreement shall renew automatically for one (1) year terms under the same terms and conditions, unless either party provides a thirty day notice in writing of its intention not to extend or unless terminated as hereinafter provided in Section 4.0 of this Agreement.
- **4.0 TERMINATION.** This Agreement may be terminated as provided herein.
 - 4.1 <u>Termination by Mutual Consent.</u> The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.
 - 4.2 <u>Termination by Either Party</u>. It is further understood and agreed by the CITY and EPISD that either party may terminate this Agreement in whole or in part.
 - 4.2-1 Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.
 - 4.2-1 Either party may terminate this Agreement effective at the end of its fiscal year upon giving thirty (30) days written notice to the other party.
 - 4.3 <u>Termination Shall Not Be Construed as Release</u>. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved

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of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

- 4.3-1 Except as otherwise provided herein, all duties and obligations of CITY and EPISD shall cease upon termination or expiration of this Agreement.
- 4.4 Immediate Termination. This Agreement shall automatically terminate upon the event that the educational parking district ceases to exist.

5.0 MISCELLANEOUS

- 5.1 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of CITY and EPISD. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. The CITY's City Manager is authorized to amend this Agreement if such amendment does not affect the annual budget of CITY. EPISD's Superintendent is authorized to amend this Agreement if such amendment does not affect the annual budget of EPISD.
- 5.2 <u>Complete Agreement.</u> This Agreement, together with the Attachment attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.
- 5.3 <u>Governing Law and Venue.</u> This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of CITY. Venue shall lie in El Paso County, Texas.
- 5.4 <u>Severability.</u> All agreements and covenants contained in this Agreement are severable. Should any term or provision of this agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.
- 5.5 <u>Notices.</u> All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office, certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

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	nitial addresses of the j	parties, which one party may	y change by giving w	ritten notice	Formatted: Indent: First line: 0.5"
or its changed	radaress to the other p	arty, are as follows.			
	CLTX	C' CELD			
	CITY:	City of El Paso Attention: City Manager		4	Formatted: Indent: Left: 0.5"
		P.O. BOX 1890			
		El Paso, Texas 79950-1890	0		
	СОРУ ТО:	Streets and Maintenance D	lenartment		
	COLL TO.	Attention: Director	сранинени		
		P.O. BOX 1890			
		El Paso, Texas 79950-1890	0		
1					
1	EPISD:	El Paso Independent Schoo	ol District		
		Attn: Superintendent			
		6531 Boeing Drive El Paso, Texas 79925			
		E11 aso, 1 cxas 7 9 9 2 3			
	COPY TO:	General Counsel			
		6531 Boeing Drive El Paso, Texas 79925			
		E11 aso, 1 cxas 7 9 9 2 3			
5.6 behalf of the		y to Execute Contract. The pyshe has the authority to do			
		ditions contained herein.	so and to ome me pe	arties to this	
-					
		epresents that he or she has r understands its terms; and a			
	l be bound by those ten		igrees on behan or suc	on party that	
1 3	,				
Execu	ted this	_ day of	20	015.	
Execu		_ uu y 01		515.	
		CITY OF E	EL PASO		
		Oscar Leese	er Mayor		
		Oscar Leese	i, wayor		
ATTESTED:					
Richarda Duff	fy Momsen				
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#428131 / 15-1036 /	129/ Interlocal Agreement / EPISE	1		/	
Vilas Parking Permit					

City Clerk	
(Signatures conti	inue on following page) APPROVED AS TO CONTENT:
Lauren Ferris Assistant City Attorney	Ted Marquez, P.E., Director Streets and Maintenance Department
	APPROVED AS TO CONTENT:
	Larry F. Nichols, Director Planning & Inspections Department
(Signatures conti	i nue on following page) EL PASO INDEPENDENT SCHOOL DISTRICT
	By:
ATTESTED:	
Trent Hatch Secretary, EPISD Board of Trustees	
APPROVED AS TO FORM:	
Jeanne C. Collins General Counsel, EPISD	

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ATTACHMENT "A" BOUNDARIES OF EDUCATIONAL PARKING DISTRICT

Beginning at the intersection of the centerline of Yandell Drive with the northeast curbline of Lawton Street;

Thence south along the eastern curbline of Lawton Street to its intersection with the centerline of the alley between Prospect and Upson Streets;

Thence southeast along the centerline of the alley between Prospect and Upson Streets to its intersection with the northeast curbline of Los Angeles Street;

Thence south along the east curbline of Los Angeles Street to its intersection with the northeast curbline of Main Street;

Thence west along the north curbline of Main Street to its intersection with the northeast curbline of Yandell Drive;

Thence northeast along the northeast curbline of Yandell Street to the point of beginning.

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