

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

**DEPARTMENT:** Economic & International Development Department

**AGENDA DATE:** November 11, 2014 Regular Agenda

**CONTACT PERSON/PHONE:** Cary S. Westin, Director, (915) 212-1614

**DISTRICT(S) AFFECTED:** District 3

**SUBJECT:**

Discussion and action that the City Manager be authorized to execute a Second Amendment to the Chapter 380 Economic Development Program Agreement (Impact Fund) between the City of El Paso and Medical Center of the Americas Foundation (the "Applicant") in relation to waiving building fees and providing access to the Cardwell Collaborative building as a showcase facility. [Economic & International Development, Cary S. Westin, Director, (915) 212-1614].

**BACKGROUND/DISCUSSION:**

On February 01, 2012, the City of El Paso and the Medical Center of the Americas Foundation entered into a Chapter 380 Agreement for the creation of a biomedical cluster. On July 31, 2012, the applicant and the City amended the Chapter 380 Agreement to allow for the construction of a Nursing School Facility. The Applicant and the City originally intended for the Applicant to lease land from the City in order create the biomedical cluster. However, the Applicant and the City have entered into a purchase agreement for land whereby the City will sell the proposed land to the Applicant. The purchase agreement has in turn caused added cost to the development of the biomedical cluster. This proposed amendment will allow for the waiving of building permit fees. In consideration for the waiving of building permit fees, the Applicant agrees to allow the City to utilize the Cardwell Collaborative Building as a showcase facility for organizations, groups, and or individuals touring the city to demonstrate the City's high-technology investment and strategy.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Yes, on February 07, 2012 El Paso's City Council approved a Chapter 380 Economic Development Program Agreement for the development of a biomedical cluster by the Medical Center of the Americas Foundation. On July 31, 2012, the City and the Applicant amended the Chapter 380 Economic Development Program Agreement to facilitate the construction of a Nursing School Facility.

**AMOUNT AND SOURCE OF FUNDING:**

Impact Fund

**BOARD/COMMISSION ACTION:**

**Enter appropriate comments or N/A.**

N/A

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

**DEPARTMENT HEAD:** \_\_\_\_\_

# RESOLUTION

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

That the City Manager be authorized to execute a Second Amendment to the Chapter 380 Economic Development Program Agreement (Impact Fund) between the City of El Paso and Medical Center of the Americas Foundation (the "Applicant") in relation to waiving building fees and providing access to the City to the Cardwell Collaborative building as a showcase facility.

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2014.


CITY OF EL PASO, TEXAS

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cary S. Westin, Director  
Economic & International Development Department

**STATE OF TEXAS**            )    **SECOND AMENDMENT TO THE ECONOMIC**  
   )    **DEVELOPMENT PROGRAM GRANT**  
   )    **AGREEMENT OF THE CITY OF EL PASO**  
**COUNTY OF EL PASO**        )    (Medical Center of the Americas-Impact Fund Project)

This Second Amendment (the "*Second Amendment*") to the Economic Development Program Grant Agreement dated February 7, 2012 (the "*Grant Agreement*"), as amended on July 31, 2012 (the "*First Amendment*"), is made and entered into by and between the **CITY OF EL PASO**, A Texas home rule municipal corporation (the "*City*"), and the **MEDICAL CENTER OF THE AMERICAS FOUNDATION**, a Texas non-profit corporation (the "*Applicant*"), pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, for the purposes and considerations stated below.

**R E C I T A L S:**

**WHEREAS**, the City and Applicant entered into the Grant Agreement and First Amendment for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso as specified therein; and

**WHEREAS**, the City and the Applicant originally intended for the Applicant to lease land from the City in order to facilitate the creation of a biomedical cluster infrastructure project to include a biomedical research building to be known as the "Cardwell Collaborative"; and

**WHEREAS**, the City and the Applicant have now entered into a purchase agreement whereby the City will sell such land to the Applicant; and

**WHEREAS**, the proposed sale of land to the Applicant has added costs to the construction of the biomedical cluster infrastructure project unforeseen at the time the Grant Agreement was entered into;

**WHEREAS**, the City desires to utilize the Cardwell Collaborative building as a showcase facility for organizations, groups, and /or individuals touring the city to demonstrate the City's high-technology investments and strategy;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1.) Section 4, Obligations of Applicant, is hereby amended to add Section 4.E below:

E. City Use of Building Components. The Applicant agrees to allow the City access and use of the Building Component as described in paragraph 8 of Exhibit A, as a showcase facility for organizations, groups, and/or individuals touring the City in order to demonstrate the City's high-technology investments and strategy. The Applicant agrees to not unreasonably deny the City's use of the Building Component for the limited purpose specified above. The City agrees to provide the Applicant reasonable notice of its intent to utilize the Building Component no later than two weeks prior to its intended use of the Building Component and agree to conduct any such tours in such a manner so as not to interfere with the on-going activities of Applicant and its Tenants.

2.) Section 6, Obligations of City, is hereby amended to add Section 6.E below:

E. Waiver of Building Component Construction Fees. The City agrees to waive fees charged by the City for applications, permits, licenses, review, inspections, or other fees incurred by the Applicant as a direct result of work related to the construction of the Building Component described in paragraph 8 of Exhibit A. The City authorizes the City Manager or his designee, at his discretion, to waive fees for other construction projects anticipated by this Agreement, but such projects must be for the construction of office space, lab space, and other uses ancillary and/or complimentary thereto. The total amount of waivers authorized by this Section 6.E shall not exceed Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000.00)

3.) Except as expressly modified herein, all other terms and conditions of the Grant Agreement effective February 7, 2012, as amended by the First Amendment dated July 31, 2012, are acknowledged to be in full force and effect and shall remain as written.

(SIGNATURES BEGIN ON NEXT PAGE)


IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF EL PASO, TEXAS**

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

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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

\_\_\_\_\_  
Cary Westin, Director  
Economic and International Development

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by **Tomás González**, as **City Manager** of the **City of El Paso, Texas (CITY)**.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

