



AGENDA FOR THE MASS TRANSIT DEPARTMENT BOARD MEETING

**May 12, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
11:30 AM**

**Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 610-006-92#**

Members of the public may view the meeting via the following means:

Via the City's website. <http://www.elpasotexas.gov/videos>
Via television on City15,
YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling either of the numbers listed above and entering the corresponding conference ID.

The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:

<https://www.elpasotexas.gov/city-clerk/forms/>

<https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb>

A quorum of the Mass Transit Department Board must participate in the meeting.

ROLL CALL

CALL TO THE PUBLIC – PUBLIC COMMENT:

This time is reserved for members of the public who would like to address the Mass Transit Department Board on items that are not on the Mass Transit Department Board Agenda.

Members of the public may communicate with Board Members during public comment, and

regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 610-006-92#

A sign-up form is available on line at:

<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

for those who wish to sign up in advance of the meeting date. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Thirty minutes in total is allotted for speakers.

NOTICE TO THE PUBLIC:

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by Mass Transit Department Board to be routine and will be enacted by one motion unless separate discussion is requested by Board Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. The Mass Transit Department Board may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Mass Transit Department Board Meeting of April 1, 2026. **26-0568**

All Districts

Sun Metro Mass Transit, Anthony R. Dekeyzer, (915) 212-3306

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT DEPARTMENT BOARD MEMBERS

CONSENT AGENDA - RESOLUTIONS:

2. A resolution that the City Manager or designee be authorized to sign a Donation Agreement between the City of El Paso and the El Paso Mission Trail Association, to accept the donation of the mural by the El Paso Mission Trail Association. **26-0567**

District 7

Sun Metro Mass Transit, Anthony R. Dekeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

EXECUTIVE SESSION

The Mass Transit Department Board of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the Mass Transit Department Board of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open

Meetings Act.) The Mass Transit Department Board will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074 PERSONNEL MATTERS
Section 551.076 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED
MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

MASS TRANSIT BOARD AGENDAS ARE PLACED ON THE INTERNET THE WEDNESDAY PRIOR TO EACH MEETING AT THE FOLLOWING ADDRESS:

<http://www.elpasotexas.gov/>



Legislation Text

File #: 26-0568, **Version:** 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.*

All Districts

Sun Metro Mass Transit, Anthony R. Dekeyzer, (915) 212-3306

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Mass Transit Department Board Meeting of April 1, 2026.



**MASS TRANSIT DEPARTMENT BOARD MINUTES
CITY COUNCIL CHAMBERS
APRIL 1, 2026**

A meeting of the Mass Transit Department Board was called to order at 11:50 a.m. Board Chair Renard Johnson was present and presiding and the following Board Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Board Member Josh Acevedo attended virtually.

NOTICE TO THE PUBLIC:

Motion made by Board Member Fierro, seconded by Board Member Limón, and unanimously carried to **APPROVE**, all matters listed under the Consent Agenda (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.)

AYES: Board Members Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

CALL TO THE PUBLIC – PUBLIC COMMENT:

Mr. Jose Gaston Barriga, member of the public, commented.

CONSENT AGENDA – APPROVAL OF MINUTES:

1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Mass Transit Board meeting of March 3, 2026.
-

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT MASS TRANSIT BOARD MEMBERS:

2. **NO ACTION** was taken on this item
-

CONSENT AGENDA - RESOLUTIONS:

3.

***RESOLUTION**

WHEREAS, the County of El Paso (“County”) owns vehicles that require compressed natural gas (“CNG”) fuel and are used for public transportation purposes in El Paso County; and

WHEREAS, the County does not currently have CNG fueling facilities available to fuel these vehicles; and

WHEREAS, the County has delegated to El Paso Area Transportation Services (“EPATS”) certain policy and operations decision-making authority over County’s fixed route service and paratransit service and EPATS operates such transit services as El Paso Transportation Authority (“ETA”); and

WHEREAS, in the future, EPATS will completely take on all transit related services that the County provides and the County plans to assign its contractual rights and responsibilities related to transit to EPATS; and

WHEREAS, The City of El Paso currently has a contract with the Texas General Land office (“GLO”) to receive natural gas for the City’s operational needs which includes providing gas to the City’s tenants; and

WHEREAS, the City uses the gas from GLO in its CNG fueling facilities to fuel vehicles used for its Mass Transit Department (“Sun Metro”); and

WHEREAS, the County and EPATS store and maintains their transit vehicles in one of the City’s properties, and such vehicles require use of the City’s CNG fueling facilities; and

WHEREAS, the City, County and EPATS wish to enter into an Interlocal agreement in which the City will fuel the vehicles utilized by ETA, from the City’s CNG fueling facilities as indicated in the agreement, in furtherance of improving the public transit system within the region and supporting a high quality of life for the El Paso community.

NOW THEREFORE, BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO:

That, the Mass Transit Department Board of the City of El Paso finds the above recitals to be true and correct.

That, the Mayor be authorized to sign an Interlocal Agreement in a form substantially similar to Exhibit A, by and between the City of El Paso, the County of El Paso and The El Paso Area Transportation Services, to fuel vehicles used by the El Paso Transportation Authority from the City’s compressed natural gas fueling facilities and as further outlined in the Interlocal Agreement, in furtherance of improving the public transit system within and supporting a high quality of life for the El Paso community.

That, the City Manager or designee be authorized to accept, reject, alter, amend or terminate the resulting Interlocal Agreement.

That, the City Manager or designee be authorized to sign any related agreements, verifications and documents, after review from the City Attorney’s office, effectuate any budget transfers and submit necessary revisions to the operational plan, and take any actions necessary to carry out the intent of this resolution.

ADJOURN

Motion made by Board Member Fierro, seconded by Board Member Limón, and unanimously carried to **ADJOURN** the meeting at 11:55 am.

AYES: Board Members Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro,
Limón, and Canales
NAYS: None

Approved as to content:

Anthony DeKeyzer, Director of Mass Transit



Legislation Text

File #: 26-0567, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

*Please choose District and Department from drop down menu. Please post exactly as example below.
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District 7

Sun Metro Mass Transit, Anthony R. Dekeyzer, (915) 212-3306
Sun Metro Mass Transit, Karl Rimkus, (915) 212-3317

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

A resolution that the City Manager or designee be authorized to sign a Donation Agreement between the City of El Paso and the El Paso Mission Trail Association, to accept the donation of the mural by the El Paso Mission Trail Association.

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



DEPARTMENT / COUNCIL OFFICE:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

AGENDA ITEM:

ISSUE STATEMENT:

BACKGROUND:

COUNCIL OPTIONS:

COMMITTEE REVIEW AND/OR RECOMMENDATION:

COMMUNITY AND STAKEHOLDER OUTREACH (if applicable, as an attachment) – please include:

RELATED CITY POLICIES:

PRIOR COUNCIL ACTION:

LEGAL REVIEW:

Legal counsel reviewed as a part of Council packet

Legal counsel reviewed in advance of packet as an individual item

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

ATTACHMENTS:

FOR MORE INFORMATION:

*****REQUIRED AUTHORIZATION*****

SIGNATURE: _____

(If Agenda Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, the City owns and operates, through its Mass Transit Department Sun Metro (“Sun Metro”), the Nestor A. Valencia Mission Valley Transfer Center which includes the Mission Valley Visitor Center, located at 9065 Alameda Ave El Paso, TX 79907 (“Center”); and

WHEREAS, the El Paso Mission Trail Association (“Association”) is a non-profit organization whose purpose is to promote the historic nine-mile corridor between Ysleta, Socorro, and San Elizario through education, preservation, and tourism efforts; and

WHEREAS, the Association has commissioned a mural from artist Robert Dozal (“Mural”); and

WHEREAS, the Association wishes to donate the Mural to the City of El Paso; and

WHEREAS, the parties agree that due to the historical significance of the area, and the ease of access facilitated by the Transfer Center, the Mural should be installed on a wall of the Visitor Center of the Nestor Valencia Mission Valley Transfer Center; and

WHEREAS, the Historic Landmark Commission of the City of El Paso issued a certificate of appropriateness on May 15, 2025 for such Mural to be placed at the Center; and

WHEREAS, on July 8, 2025, the City Council of the City of El Paso authorized District 7 Representative, Lily Limon, to expend discretionary funds in an amount not to exceed \$1,000 to supplement the cost of Mural for the Association; and

WHEREAS, the Mural highlights the historical significance of the area, encourages the use of public transportation in the region, fosters community pride, promotes the visual image of the City and enhances the quality of life of the citizens of El Paso.

BE IT RESOLVED BY THE MASS TRANSIT DEPARTMENT BOARD OF THE CITY OF EL PASO:

1. **THAT**, the Mass Transit Department Board finds the above recitals to be true and correct.
2. **THAT**, The City Manager or designee be authorized to sign a Donation Agreement between the City of El Paso and the El Paso Mission Trail Association, to accept the donation of the mural by the El Paso Mission Trail Association.
3. **THAT**, City Manager or designee also be authorized to sign an Access, License and Waiver agreement between the City of El Paso and the artist to allow the artist commissioned by the Mission Trail Association to install the mural.
4. **THAT**, the City Manager or designee be authorized to take actions necessary and effectuate any budget transfers, sign any related agreements and amendments to such agreements

after review and approval by the City Attorney's office, as well as sign any documents necessary to carry out the intent of this resolution.

APPROVED this _____ day of _____, 2026.

MASS TRANSIT DEPARTMENT BOARD


Renard U. Johnson, Chair

ATTEST:


Laura D. Prine
Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Joyce Garcia
Assistant City Attorney

 Deputy Transit Officer for

Anthony R. Dekeyzer, Director
Department of Mass Transit/Sun Metro

THE STATE OF TEXAS

§
§
§

DONATION AGREEMENT

CITY OF EL PASO

This Donation Agreement (“**Agreement**”), made this the __ day of _____, 20__, (the “**Effective Date**”) between the City of El Paso, Texas (the “**City**”), a Texas home rule municipal corporation, and El Paso Mission Trail Association, Inc. (“**Donor**”).

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED WITHIN THIS AGREEMENT, THE DONOR AND THE CITY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

CONTRACT TERMS

1. Definitions.

- a. **Artist.** As used in this Agreement, “Artist” shall mean the individual, selected by Donor and approved by City, who will design, install and apply the Mural.
- b. **Artwork.** As used in this Agreement, “Artwork” means the art and design of one wall sized mural to be designed, applied and installed by Artist on the Project Site, as more particularly described in **Attachment “A”** attached hereto and incorporated herein by reference.
- c. **Center.** As used in this Agreement, “Center” shall mean the Mission Valley Visitor Center located on 9065 Alameda Ave. El Paso, TX 79907.
- d. **Mural.** As used in this Agreement, “Mural” shall mean a painting or other Artwork, that has been designed, installed and applied by the Artist and approved by the Historic Landmark Commission, executed directly on the exterior wall of the Mission Valley Visitor Center (located on 9065 Alameda Ave. El Paso, TX 79907), displaying the Artwork, facing Alameda Ave., and as further described on **Attachment “A”**.
- e. **Project Site.** As used in this Agreement, “Project Site” shall mean the exterior wall of the Mission Valley Visitor Center located on 9605 Alameda Ave. El Paso, TX 79907, on which the mural will be installed and applied by the Artist.

- 2. **Donation.** Donor donates to the City a Mural in accordance with the Certificate of Appropriateness approved by the City of El Paso Historic Landmark Commission (“**HLC**”). The Artwork for the Mural will be as described in **Attachment “A”** and will be designed, applied and installed by an Artist selected by the Donor with approval from the City. The Donor understands that the City has all rights to remove, replace, or repaint the wall where the Artwork is applied and installed. City is also not required to exercise additional care above and beyond the care it normally provides to the building and wall where the Artwork will be applied and installed. Unless the City is notified in writing to the contrary, it is understood that the mural may be photographed and reproduced by the City for the City’s publications, publicity, any public or municipal purposes and for any purpose the City deems appropriate. Donor acknowledges that the Mural will be in a public location and that members of the public may photograph the Mural.

The parties agree that the City has the right to inspect the Mural throughout the entire process of installing and applying the Mural. If at any point the City determines that the Artwork does not substantially conform to **Attachment “A”** or is not in compliance with this Agreement, the City will notify the Donor in writing, specifically identifying the deficiencies. The Donor will cause and ensure that the deficiencies are corrected within 10 calendar days of receiving notice. If the deficiencies are not corrected within 10 calendar days, the City may reject the donation and require that the Donor restore the Project site to its original condition at Donor’s expense and at no cost to the City.

3. Review and Approval of the Design

Donor will ensure that the Artwork installed and applied by the Artist complies with the Certificate of Appropriateness approved by the HLC and the Artwork will substantially conform to the proposal approved by the HLC, which is attached herein as **Attachment “A”**. The parties agree that the City has final decision as to whether the Artwork and Mural complies with **Attachment “A”**.

4. Donor Obligations.

a. Donor agrees to the following:

- i. Donor shall donate the Mural to City so that the City receives the rights to the Mural and license to photograph, videotape, and/or record via any other medium, now known or developed the Mural for publicity as well as the rights to reproduce the Mural and Artwork for the City’s publications and for any purpose the City deems appropriate. These rights are not granted exclusively to the City, Donor shall receive concurrent and reciprocal rights from the Artist.
- ii. Donor shall pay any and all costs required for the Mural donation, including but not limited to any compensation required by Artist for the design, installation and application of the Mural.
- iii. Donor shall obtain a waiver and license from Artist, in a form provided by the City, attached herein as **Attachment B (“Waiver”)**, prior to the start of any work on the premises of the Center, related to the Mural. No work on the premises of the Center or on the Project Site, related to the Mural shall begin until this agreement has been fully executed, the City has been provided with the signed Waiver and the Donor has secured the required street closures and safety requirements in this agreement.
- iv. Donor shall provide to the City the waiver signed by the Artist, prior to the start of any work on the premises of the Center, related to the Mural. Work on the mural will not be allowed to begin until the City has been provided with the signed Waiver.
- v. Donor shall manage the Artist’s execution of the Mural, with approval by City, and ensure the Artist performs all services related to the Mural in an organized and professional manner.
- vi. Donor shall ensure that the Artist avoids causing any nuisance conditions in the course of applying and installing the Artwork for the Mural.
- vii. Donor shall ensure the Artist obtains and maintains insurance coverage as indicated in the Waiver.
- viii. Donor shall provide all labor, materials, tools, and equipment necessary for

the Mural, as required by the Artist.

- ix. Donor shall comply with any and all laws, rules, regulations, guidelines, policies and procedures required for traffic control and temporary street closures in order to accomplish the Mural under safe conditions for the Artist and the public.
- x. Donor shall secure all licenses, permits and authorizations necessary for the Mural.
- xi. Donor shall ensure the Artist takes all reasonable measures to protect the integrity of the Artwork such as the application of protective or anti-graffiti coatings, unless waived in writing by the City.
- xii. Donor shall ensure the Artist uses durable material and takes into consideration that the Project site is an unsecured public space that may be exposed to elements such a weather temperature variation, and considerable movement of people and equipment.
- xiii. Donor shall comply with all applicable Federal, State, and local laws and regulations in performing under this Agreement and shall ensure that the Artist complies with all applicable Federal, State and local laws and regulations in installation and application of the Artwork for the Mural.
- xiv. Donor shall secure City approval before any changes are made to the mural that differ from what was approved by the HLC, as found in **Attachment "A"**.
- xv. Donor shall provide the City with any and all information related to the finish and materials used for the Mural.
- xvi. Donor shall ensure that upon completion of the application and installation of the Artwork and finalization of the Mural, Artist shall remove all equipment, materials, debris, and other items brought to the Project Site and shall restore the Project Site to a clean condition.

5. City Obligations.

a. City agrees to the following:

- i. City will provide the Waiver and License form to Donor, attached herein as **Attachment "B"**.
- ii. City will process any permits, licenses or authorizations required for the Mural upon application from the Donor and/or Artist in compliance with the law and in accordance with standard City policies and procedures.

6. Consideration. The parties agree that the opportunity to participate with the City as a Donor, is full and adequate consideration for the donation.

- a. The Donor shall not receive any compensation or benefits from the City, other than as expressly set forth in this Contract.
- b. The Consideration the City receives in the physical aspect of the Mural is that the Artwork enhances the historical, cultural and aesthetic appearance of the Mission Valley Visitor Center.

7. Right to Transfer. The Donor affirms that they have the right to make this transfer, and that the donation is made without any encumbrance or obligation to any party outside of

this Agreement.

8. **Attribution.** In any reproduction, distribution, or display of the Artwork or images thereof, City shall make reasonable efforts to credit Artist as follows: "© Robert Dozal, 2026." Failure to provide such attribution shall not be deemed a breach of this Agreement.
9. **Photographic Rights.** City shall have the right to photograph the Artwork and to authorize others to photograph the Artwork. Donor acknowledges that the Artwork will be installed in a public location and that members of the public may photograph the Artwork.
10. **Control.** The Donor acknowledges that the City has full control to use, manage and dispose of the donation as it sees fit, and without any restrictions whatsoever. The Donor further acknowledges that it does not have, nor will it attempt to assert authority over or make commitments with regards to the donation.
11. **Maintenance and Repair.** City shall have the right, but not the obligation, to maintain and repair the Artwork as city deems appropriate. Donor acknowledges that the Artwork may be subject to damage from weather, vandalism, or other causes, and that city may not have the resources to repair such damage. If at any point the mural needs restoration, repair or maintenance, city may at its election restore, repair or maintain the mural but is not required to restore, repair or maintain the mural. If city chooses to restore, repair or maintain the mural such repairs, restorations and maintenance may be undertaken or arranged by the city without advance notice to the artist and donor, and such actions shall not be deemed to constitute artistic alteration. Artist understands and agrees that the city is under no obligation to keep, protect, maintain or repair the Artwork and/or resulting mural.
12. **Removal.** City shall have the right to remove the Artwork from the Project Site at any time and for any reason, including but not limited to:
 - a. The Artwork has deteriorated to a point where repair is impractical or cost-prohibitive;
 - b. The Project Site is being redeveloped or repurposed;
 - c. The Artwork poses a public safety hazard;
 - d. The Artwork is the subject of significant public controversy;
 - e. To comply with Federal or State law, rules, or regulations.
13. **Term and Effective Date:** This Agreement commences on the Effective Date. No work on the premises of the Center or on the Project Site, related to the Mural shall begin until this agreement has been fully executed, including approval by the Mass Transit Department Board, the City has been provided with the signed Waiver and the Donor has secured the required street closures and safety requirements in this agreement.

GENERAL PROVISIONS

14. **The Parties are Independent Contractors.** There is no intention to establish a partnership or a corporation by means of this Agreement, nor any principal-agent or employer-employee relationship. The City and the Donor agree that neither Party has, nor will either Party attempt to assert a claim to exercise the power to obligate the other. Donor understands and agrees to be responsible for its acts and omissions and the City shall in no way be responsible to the Donor or to the Donor's officers, employees, agents, representative, subcontractors or artists who perform any service in connection with this Agreement.
15. **Termination.** This Agreement may be terminated without cause, for the convenience of either Party, upon written notice to the other Party, prior to the finalization of the Mural on the Center. If the Donor terminates the agreement after the Mural has begun but before the finalization, the Donor will restore the Project site to its original condition at Donor's expense and at no cost to the City.
- a. The parties may terminate this Agreement in the following manners:
- i. The City may terminate this Agreement for convenience. City may terminate this Agreement at any time and for any reason prior to the completion of the Mural by providing written notice to Donor. In the event of such termination, Donor shall ensure Artist immediately cease all installation activities and shall remove all equipment, materials, and other items from the Project Site within forty-eight (48) hours of receiving notice of termination.
 - ii. Either party may terminate this Agreement "for cause" upon a party's failure to perform any obligations under this Agreement or upon a party's breach of any representations or warranties described in this Agreement. The non-breaching party will provide the breaching party with a written 30 calendar day opportunity to cure a default under this Agreement. If the breaching party has not cured the default within 30 calendar days of receiving notice of such default, then the non-breaching party will provide the breaching party with notice describing the effective date of the termination. If the City terminates under this Section, the Donor shall ensure the Artist immediately ceases all Mural activities and removes all equipment, materials, and other items from the Project Site within forty-eight (48) hours of receiving notice of termination. If the Artist has not completed the Mural, the Donor shall ensure the Project site is restored to its original condition at no cost to the City.
 - iii. The parties may terminate the Agreement by mutual consent upon such terms as they may agree in writing.
 - iv. The City receives federal and state funding and therefore may terminate this Agreement at any time in order to comply with requirements from federal or state agencies.

- v. Except as otherwise provided, neither Donor nor the City will be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. "Force majeure" includes those causes generally recognized under Texas law.
- vi. This Agreement will terminate upon the death or incapacity of the Artist, if it occurs prior to the mural being completed. If the Agreement terminates under this Section, and the Mural has not been completed, the City may commission a separate artist to finish the Mural, may allow Donor to commission a separate artist or may require Donor to restore the Project site to its original condition at Donor's expense. If City chooses to finish the Mural, such actions shall not be deemed to constitute artistic alteration.
- vii. The City has final decision in deciding whether to continue the Mural or restore the Project Site to its original condition.

16. **Severability.** If any paragraph, statement, clause or provision of this Agreement is construed or interpreted by a court of competent jurisdiction to be void, illegal, or unenforceable, such decision shall affect only those paragraphs, statements, clauses or provisions.

17. **INDEMNITY.** AS A CONDITION OF THIS AGREEMENT, DONOR OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSES, INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO DONOR EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. DONOR SHALL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS DONOR MAY DEEM EXPEDIENT; AND 3)

DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. DONOR SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY DONOR PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY DONOR, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO DONOR'S PROPERTY FROM ANY CAUSE.

- 18. THE DONOR REPRESENTS AND WARRANTS TO THE CITY THAT THE ARTIST HAS THE SUFFICIENT KNOWLEDGE AND EXPERIENCE TO DESIGN, INSTALL AND APPLY THE ARTWORK FOR THE MURAL AS PROVIDED UNDER THIS AGREEMENT**
- 19. NO WARRANTIES BY CITY. CITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. DONOR ACKNOWLEDGES THAT DONOR HAS INSPECTED THE PROJECT SITE AND ACCEPTS IT IN ITS CURRENT CONDITION.**
- 20. LIABILITY LIMITATION. Notwithstanding any other provision of this Agreement, the maximum aggregate liability of the City, whether in contract, tort (including negligence), strict liability, or under any other legal or equitable theory, shall not exceed \$15,000 for all claims, damages, losses, liabilities, costs, and expenses arising out of or relating to this Agreement.**
- 21. Governing Law. This Agreement is executed in Texas, and all rights and liabilities are to be determined in accordance with Texas law.**
- 22. Choice of Forum. Any legal action related to the interpretation or enforcement of this Agreement must be brought in a state or federal court sitting in El Paso, Texas. Each party submits to the exclusive jurisdiction and venue of the state and federal courts sitting in El Paso, Texas.**

23. **Compliance with Law.** Donor and City will comply with all Federal, State and local laws and ordinances applicable in the performance of their obligations in accordance with this Agreement.
24. **Entire Agreement.** The City and Donor understand that this Donation Agreement contains the entire agreement between the parties. Any prior understandings and conversations, whether oral or written were made part of this Agreement, and any subsequent modifications or waivers of any provisions of this Agreement, are invalid and unenforceable, unless in writing and signed by both parties.
25. **No Waiver.** Failure of either Party at any time to require performance by the other Party of any provision of this Agreement, under no circumstances affects the right of the respective Party to require performance of that provision or any other provision in the Agreement. Additionally, any waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this agreement.
26. **Modification of Agreement.** No modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless provided as a written amendment signed both parties.
27. **Headings.** The article headings contained in this Agreement are for reference purposes only, and shall not in any way control the meaning or interpretation of this Agreement.
28. **Assignment.** Donor may not assign this Agreement unless both parties authorize the assignment in writing. The City may freely assign all of the rights under this agreement.
29. **Attachments.** All attachments mentioned in this Agreement are fully incorporated into this Agreement by reference.
30. **Notices.** All required or permitted notices referenced in this Agreement must be in writing, and deemed delivered when received via email, United States Postal Service, or certified mail, return receipt requested addressed to the other Party at the address listed below. A party may change the below addresses by giving written notice of its changed address to the other Party.

DONOR:

El Paso Mission Trail Association
90165 Alameda Ave.
El Paso, TX 79907

CITY:

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

COPY TO: Mass Transit Department (Sun Metro)
Attn: Director of Sun Metro
10151 Montana Ave.
El Paso, TX 79925

All notices under this Agreement are deemed to be received 5 calendar days following the postmark date on such notice. The parties will inform each other in writing of any changes to the addresses described above. The Donor agrees that in order for a notice to be sufficient under this Agreement it must send copies to the addresses above. Failure of the Donor to send copies to the above addresses is considered to be insufficient notice.

31. **Survival.** The provisions of Section(s) 17. INDEMNITY and 20. LIABILITY LIMITATION shall survive the termination or expiration of this Agreement.
32. **Warranty of Capacity to Execute Agreement.** The person signing below represents that he or she has read this Agreement (including any Attachments); understands its terms; is authorized to execute this Agreement on behalf of the Party indicated below; and agrees on behalf of such Party that such Party will be bound by those terms.
33. **Governmental Function.** Donor expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties agree that the City enters into this Agreement in its capacity as a governmental entity for the purpose of performing a governmental function.
34. **City Not Obligated to Third Parties.** The City is not obligated or liable under this Agreement to any person other than the Donor. **THE CITY IS NOT RESPONSIBLE FOR ANY THIRD-PARTY INFRINGEMENT OF ARTIST'S COPYRIGHT AND IS NOT RESPONSIBLE FOR PROTECTING THE INTELLECTUAL PROPERTY RIGHTS OF ARTIST.**
35. **Effective Date.** The effective date of this Agreement is the date signed by the City Manager of the City of El Paso ("Effective Date").


[signatures begin on the following page]

Executed on this _____ day of _____, 20____.

CITY OF EL PASO:


Dionne L. Mack
City Manager

APPROVED AS TO FORM:



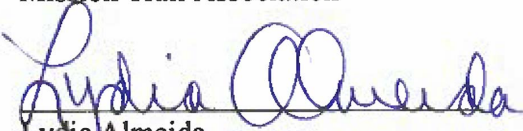
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

 Deputy Transit Officer for

Anthony R. Dekeyzer, Director
Mass Transit Department (Sun Metro)

DONOR:
Mission Trail Association



Lydia Almeida
President of the Mission Trail Association

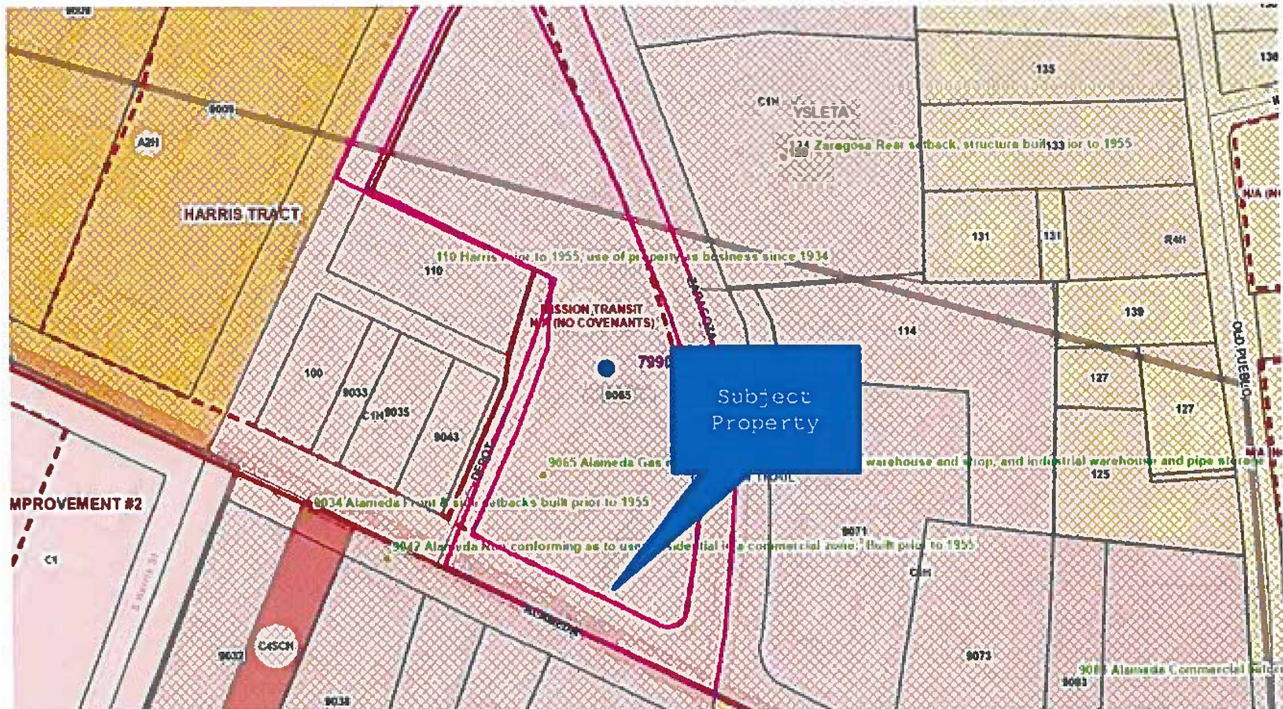
ATTACHMENT A
DESCRIPTION OF ARTWORK/MURAL AND PROJECT SITE AS APPROVED BY
HLC



PHAP25-00016

Date: May 15, 2025
Application Type: Certificate of Appropriateness
Property Owner: City of El Paso
Representative: Karl Rimkus
Legal Description: BLK 1 Mission Transit Lot 1, City of El Paso, El Paso County, Texas
Historic District: Ysleta
Location: 9065 Alameda Avenue
Representative District: #7
Existing Zoning: C-1/H SP (Commercial/Historic/Special Permit)
Year Built: 2010
Historic Status: Non-Contributing
Request: Certificate of Appropriateness for a mural on an exterior wall
Application Filed: 5/1/25
45 Day Expiration: 6/15/25

ITEM #3



GENERAL INFORMATION:

The applicant seeks approval for:

Certificate of Appropriateness for a mural on an exterior wall

STAFF RECOMMENDATION:

The Historic Preservation Office recommends APPROVAL of the proposed scope of work based on the following recommendations:

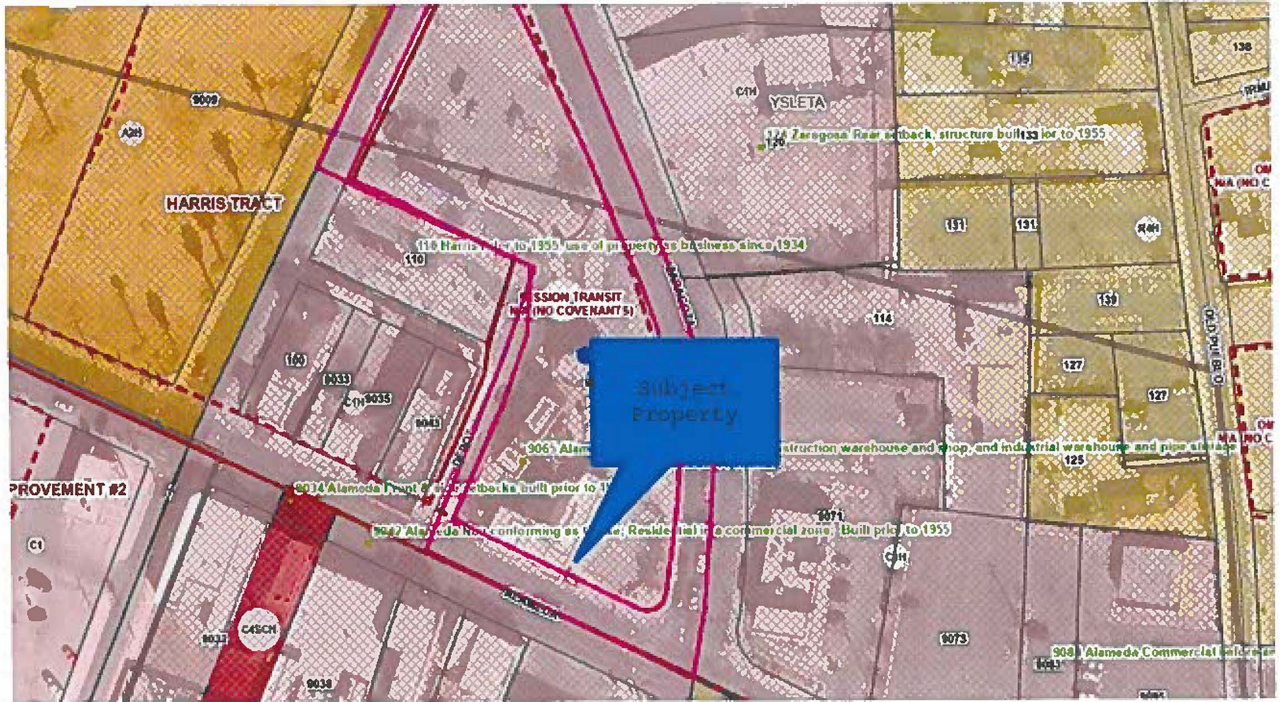
Ysleta Design Guidelines recommend the following:

- *The natural color of originally exposed materials should be maintained. It is not appropriate to paint, stucco, or spray texture on brick.*
- *If it can be determined, a structure's original color should be given first priority as a color choice. Documentation of colors for architectural styles and for certain periods in history is available in trade journals. Color choices should primarily be made from these documented palates.*

The Secretary of the Interior's Standards for Rehabilitation recommend the following:

- *New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.*

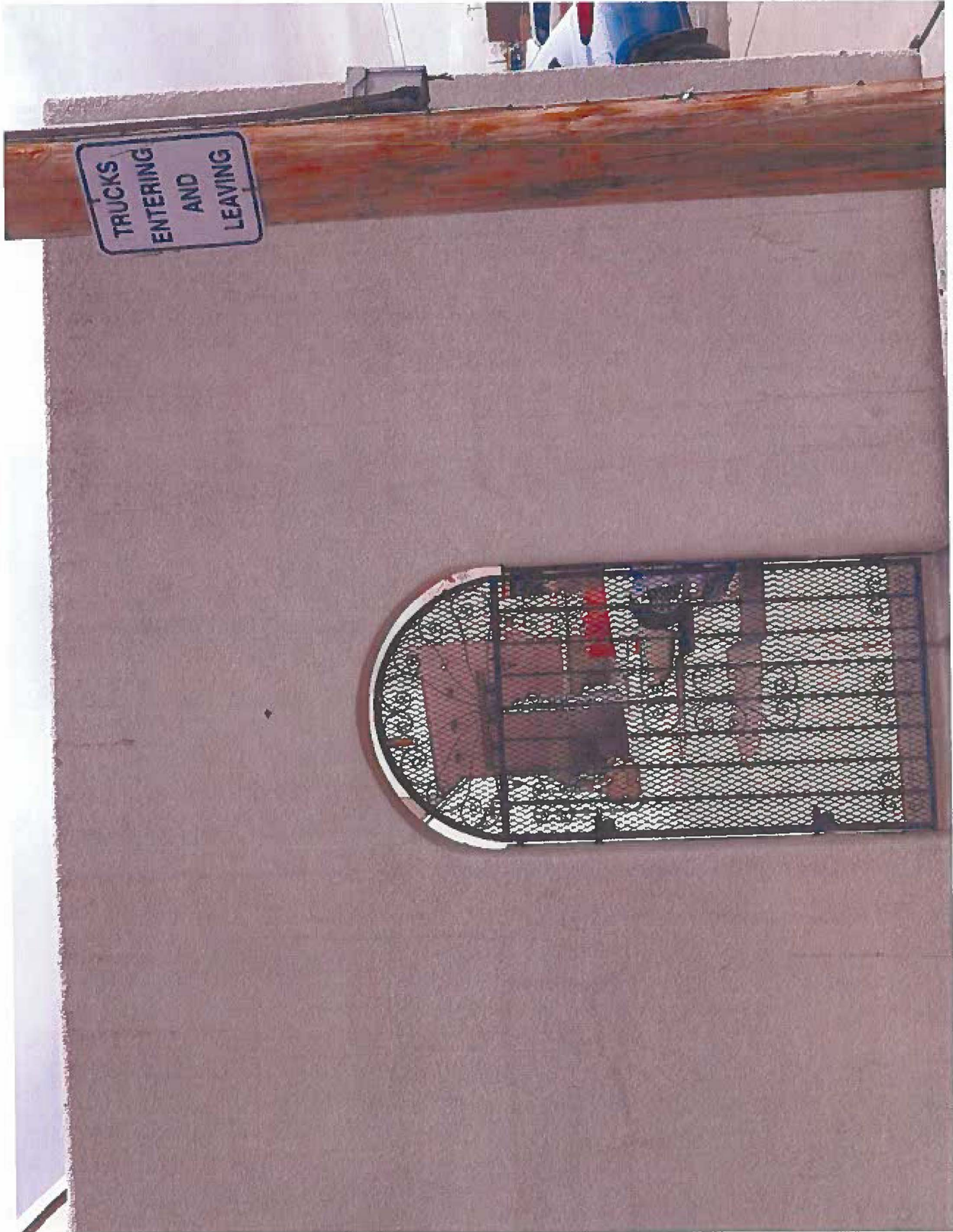
AERIAL MAP



PROPOSED MURAL



PROPOSED MURAL LOCATION



ATTACHMENT B
ACCESS, LICENSE AND WAIVER AGREEMENT

THE STATE OF TEXAS

§
§
§
§

ACCESS, LICENSE AND WAIVER
AGREEMENT

CITY OF EL PASO

This Access, License and Waiver Agreement (the "**Agreement**") is made and entered into this ___ day of _____, 20___ (the "**Effective Date**"), by and between the City of El Paso, a municipal corporation organized under the laws of the State of Texas (hereinafter referred to as "**City**"), and **Robert Dozal**, an individual artist (hereinafter referred to as "**Artist**").

WHEREAS, Artist has been commissioned by Mission Trail Association, a nonprofit organization (the "**Nonprofit**"), to create and install a mural (the "**Artwork**") on a wall of the Mission Valley Visitor Center, located on 9065 Alameda Ave. El Paso, TX 79907 ("**Project Site**"), which is property owned by the City; and

WHEREAS, the Nonprofit intends to donate a Mural to the City that will be applied to Project Site, which is City property; and

WHEREAS, Artist requires access to Project site in order to install and apply the Artwork to execute the Mural; and

WHEREAS, City desires to permit Artist to access City property for the purpose of installing the Artwork; and

WHEREAS, Artist desires to grant City certain rights with respect to the Artwork and to waive certain claims against City related to the mural project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1. "**Artist**" shall mean Robert Dozal, the individual selected by the Mission Trail Association and approved by City, who will design, install and apply the Mural.
- 1.2. "**Artwork**" means the art and design of one wall sized mural to be designed, applied and installed by Artist on the Project Site, as more particularly described in Attachment A attached hereto and incorporated herein by reference.
- 1.3. "**Center**" shall mean the Mission Valley Visitor Center located on 9065 Alameda Ave.

El Paso, TX 79907.

- 1.4. **“Installation Period”** means the period commencing on Effective Date and ending when mural has been finalized, during which Artist will apply and install the Artwork on the Project Site.
- 1.5. **“Intellectual Property Rights”** means all rights, title, and interest in and to the Artwork, including without limitation all copyrights, trademark rights, patent rights, trade secrets, moral rights, and other proprietary rights.
- 1.6. **“Mural”** As used in this Agreement, Mural shall mean a painting or other artwork, that has been designed, installed and applied by the Artist and approved by the Historic Landmark Commission, executed directly on the exterior wall of the Mission Valley Visitor Center (located on 9065 Alameda Ave. El Paso, TX 79907), displaying the artwork, facing Alameda Ave., and as further described on **Attachment “A”**.
- 1.7. **“Project Site”** means the specific location on City property where the Artwork will be installed, which is an exterior wall of the Mission Valley Visitor Center located on 9065 Alameda Ave. El Paso, Texas 79907, facing Alameda Ave and as more particularly described in Attachment A attached hereto and incorporated herein by reference.

ARTICLE II GRANT OF ACCESS

- 2.1 **Permission to Access.** City hereby grants to Artist permission to access the Project Site during the Installation Period for the sole purpose of applying and installing the Artwork for the Mural. Such access shall be limited to Monday through Friday during the hours of 7:00 a.m. to 7:00 p.m., hours may be more limited depending on hours of street closure. City may approve different hours in writing. No work on the premises of the Center or on the Project Site, related to the Mural shall begin until this agreement has been fully executed, including approval by the Mass Transit Department Board. Permission to access Project site shall end when the Mural has been finalized by the artist. Permission to Access depends on authorization of street closure, as no work can be undertaken on the Project site unless the necessary street closure is undertaken for safety purposes.
- 2.2 **Scope of Access.** Artist's access to the Installation Site shall be limited to those activities reasonably necessary to install the Artwork, including but not limited to:
 - 2.2.1 Preparing the surface of the Installation Site for application of the Artwork;
 - 2.2.2 Applying paint, adhesives, or other materials necessary to create the Artwork;
 - 2.2.3 Using ladders, scaffolding, or other equipment necessary to reach all areas of the Installation Site;

- 2.2.4 Storing materials and equipment at the Installation Site during the Installation Period, subject to City's prior approval of storage locations.
- 2.3 **Compliance with Laws and Regulations.** Artist shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in accessing the Project Site and installing the Artwork, including but not limited to building codes, safety regulations, and environmental regulations.
- 2.4 **Review and Approval of the Design.** Artist will ensure that the artwork installed and applied by the Artist complies with the Certificate of Appropriateness approved by the HLC and the artwork will substantially conform to the proposal approved by the HLC, which is attached herein as **Attachment "A"**. The parties agree that the City has final decision in deciding as to whether the Artwork and Mural complies with **Attachment "A"**.
- 2.5 **Installation and Application of the Artwork.** Artist shall take all reasonable measures to protect the integrity of the Artwork such as the application of protective or anti-graffiti coatings, unless waived in writing by the City. The Artist shall use durable material and take into consideration that the Project site is an unsecured public space that may be exposed to elements such a weather temperature variation, and considerable movement of people and equipment.
- 2.6 **Supervision.** Artist shall be responsible for supervising all individuals assisting with the installation of the Artwork and shall ensure that such individuals comply with the terms of this Agreement.
- 2.7 **City Inspection.** The parties agree that the City has the right to inspect the Mural throughout the entire process of installing and applying the Mural. If at any point the City determines that the Artwork does not substantially conform to Attachment A or is not in compliance with this Agreement, the City will notify the Artist in writing, specifically identifying the deficiencies. The Artist will cause and ensure that the deficiencies are corrected within 10 calendar days of receiving notice. If the deficiencies are not corrected within 10 calendar days, the City may require that the Artist stop all work, remove all equipment, materials, debris, and other items brought to the Project Site and restore the Project Site to its original condition at no cost to the City.
- 2.8 **Restoration of Project Site.** Upon completion of the application and installation of the Artwork, Artist shall remove all equipment, materials, debris, and other items brought to the Project Site and shall restore the Project Site to a clean condition.

ARTICLE III COPYRIGHT LICENSE

- 3.1. **Ownership of Intellectual Property Rights.** Artist shall retain all Intellectual Property Rights in and to the Artwork, subject to the license granted to City herein.
- 3.2 **Grant of License.** Artist hereby grants to City a worldwide, perpetual, irrevocable, sublicensable, royalty-free, right and license to:

- Display the Artwork at the Project Site;
 - Photograph, videotape, and/or record via any other medium, now known or developed, the Artwork in whole or in part;
 - Reproduce images of the Artwork in any medium, for purposes including but not limited to documentation, archives, educational materials, promotional materials, and press releases;
 - In whole or in part, reproduce, distribute, display, publish, create derivative works of and otherwise use the Artwork for public relations, publicity, promotional, recruitment purposes, by any means, methods and media, print or electronic, paper or Internet, broadcasting or otherwise, now know or in the future developed that the City deems appropriate;
 - Distribute and publish images of the Artwork.
- 3.3. **Attribution.** In any reproduction, distribution, or display of the Artwork or images thereof, City shall make reasonable efforts to credit Artist as follows: "© Robert Dozal, 2026. Failure to provide such attribution shall not be deemed a breach of this Agreement.
- 3.4. **Photographic Rights.** City shall have the right to photograph, videotape, and/or record via any other medium, now known or developed, the Artwork and to authorize others to photograph, videotape, and/or record the Artwork via any other medium now known or developed. Artist acknowledges that the Artwork will be installed and applied in a public location and that members of the public may photograph, videotape, and/or record via any other medium the Artwork.

**ARTICLE IV
WAIVER AND RELEASE**

- 4.1 **WAIVER OF CLAIMS.** ARTIST HEREBY ON BEHALF OF HIMSELF, SUCCESSORS, ASSIGNS, HEIRS AND ALL SUCCESSORS IN INTEREST WAIVES, RELEASES, AND FOREVER DISCHARGES CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND COMPENSATION OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHICH ARTIST NOW HAS OR WHICH MAY HEREAFTER ACCRUE ON ACCOUNT OF OR IN ANY WAY RELATED TO:
- 4.1.1 ARTIST'S ACCESS TO AND PRESENCE ON THE PROJECT SITE;
 - 4.1.2 THE INSTALLATION OF THE ARTWORK;
 - 4.1.3 ANY DAMAGE TO OR DESTRUCTION OF THE ARTWORK ONCE INSTALLED;
 - 4.1.4 ANY MODIFICATION, RELOCATION, REPAIR OR REMOVAL OF THE ARTWORK BY CITY;
 - 4.1.5 ANY INJURY, ILLNESS, OR DEATH SUFFERED BY ARTIST OR ARTIST'S ASSISTANTS, EMPLOYEES, AGENTS, OR

REPRESENTATIVES IN CONNECTION WITH THE INSTALLATION OF THE ARTWORK.

- 4.2 **WAIVER OF UNKNOWN CLAIMS.** ARTIST ON BEHALF OF HIMSELF, SUCCESSORS, ASSIGNS, HEIRS AND ALL SUCCESSORS IN INTEREST EXPRESSLY WAIVES ANY AND ALL RIGHTS AND BENEFITS CONFERRED BY ANY STATUTE OR PRINCIPLE OF COMMON LAW THAT PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THE RELEASING PARTY'S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THE RELEASING PARTY WOULD HAVE MATERIALLY AFFECTED THE RELEASING PARTY'S SETTLEMENT WITH THE RELEASED PARTY.
- 4.3 **INDEMNIFICATION.** ARTIST SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, AND COMPENSATION OF ANY NATURE WHATSOEVER, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION, ARISING OUT OF OR IN ANY WAY RELATED TO:
- 4.3.1 ARTIST'S ACCESS TO AND PRESENCE ON THE PROJECT SITE;
 - 4.3.2 THE INSTALLATION OF THE ARTWORK;
 - 4.3.3 ANY INJURY, ILLNESS, OR DEATH SUFFERED BY ANY PERSON IN CONNECTION WITH THE INSTALLATION OF THE ARTWORK;
 - 4.3.4 ANY DAMAGE TO PROPERTY IN CONNECTION WITH THE INSTALLATION OF THE ARTWORK;
 - 4.3.5 ANY CLAIM THAT THE ARTWORK INFRINGES UPON THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
- 4.4 **NO WARRANTIES BY CITY.** CITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROJECT SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. ARTIST ACKNOWLEDGES THAT ARTIST HAS INSPECTED THE PROJECT SITE AND ACCEPTS IT IN ITS CURRENT CONDITION.
- 4.5 **WAIVER OF VARA RIGHTS.** TO THE EXTENT PERMITTED BY LAW, ARTIST HEREBY WAIVES ALL RIGHTS THAT ARTIST MAY HAVE UNDER THE VISUAL ARTISTS RIGHTS ACT OF 1990, 17 U.S.C. § 106A, OR ANY OTHER FEDERAL, STATE, OR LOCAL LAW PROVIDING MORAL RIGHTS OR OTHERWISE RESTRICTING THE RIGHTS OF COPYRIGHT OWNERS, WITH RESPECT TO THE ARTWORK, INCLUDING BUT NOT LIMITED TO ANY RIGHT TO PREVENT THE DESTRUCTION, DISTORTION, MUTILATION, OR OTHER MODIFICATION OF THE ARTWORK.

- 4.6 **Maintenance and Repair.** CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN AND REPAIR THE ARTWORK AS CITY DEEMS APPROPRIATE. Artist acknowledges that the artwork is in an unsecured public space that may be subject to damage from weather, vandalism, or other causes, and that city may not have the resources to repair such damage. If at any point the Mural needs restoration, repair or maintenance, City may at its election restore, repair or maintain the mural but is not required to restore, repair or maintain the Mural. If City chooses to restore, repair or maintain the Mural such repairs, restorations and maintenance may be undertaken or arranged by the City without advance notice to the Artist and Donor, and such actions shall not be deemed to constitute artistic alteration. **ARTIST UNDERSTANDS AND AGREES THAT THE CITY IS UNDER NO OBLIGATION TO KEEP, PROTECT, MAINTAIN OR REPAIR THE ARTWORK AND/OR RESULTING MURAL.**
- 4.7 **Removal.** City shall have the right to remove the Artwork from the Project Site at any time and for any reason, including but not limited to:
- 4.7.1 The Artwork has deteriorated to a point where repair is impractical or cost-prohibitive;
 - 4.7.2 The Project Site is being redeveloped or repurposed;
 - 4.7.3 The Artwork poses a public safety hazard;
 - 4.7.4 The Artwork is the subject of significant public controversy;
 - 4.7.5 To comply with Federal or State law, rules, or regulations.

ARTICLE V INSURANCE AND SAFETY

- 5.1 **Insurance Requirements.** During the Installation Period, Artist shall maintain the following insurance coverage: Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, naming City as an additional insured; Workers' Compensation Insurance as required by applicable law; Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, if Artist will use a vehicle in connection with the installation of the Artwork. The City shall be named as an additional insured. Artist shall maintain insurance during Installation Period.
- 5.2 **Certificates of Insurance.** Prior to accessing the Project Site, Artist shall provide City with certificates of insurance evidencing the coverage required by this Agreement.
- 5.3 **Safety Measures.** Artist shall avoid causing any nuisance conditions in the course of

applying and installing the Artwork on the Mural. Artist shall implement appropriate safety measures during the installation and application of the Artwork on the Mural, including but not limited to:

- 5.3.1 Using proper equipment and techniques for working at heights;
- 5.3.2 Securing the Project Site to prevent unauthorized access;
- 5.3.3 Properly storing and handling paints, adhesives, and other potentially hazardous materials;
- 5.3.4 Complying with all applicable safety laws, rules, regulations and guidelines.
- 5.3.5 Complying with any and all laws, rules, regulations, guidelines, policies and procedures required for traffic control and temporary street closures in order to accomplish the Mural under safe conditions for the Artist and the public.
- 5.3.6 No work on the premises of the Center or on the Project Site, related to the Mural shall begin until the Donation Agreement has been fully executed, the City has been provided with the signed Waiver and the Artist has obtained the required street closures and complied with safety measures required pursuant to this Agreement.

ARTICLE VII TERM AND TERMINATION

- 7.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in effect until the later of:
 - 7.1.1 The end of the Installation Period; or
 - 7.1.2 The removal of the Artwork from the Project Site.
- 7.2 **Termination by City.** City may terminate this Agreement at any time and for any reason prior to the completion of the Mural by providing written notice to Artist. In addition, the City receives federal and state funding and therefore may terminate this Agreement at any time in order to comply with requirements from federal or state agencies. In the event of termination under this section, Artist shall immediately cease all installation activities and shall remove all equipment, materials, and other items from the Project Site within forty-eight (48) hours of receiving notice of termination.
- 7.3 **Termination by Artist.** Artist may terminate this Agreement at any time prior to the completion of the Mural by providing written notice to City. In the event of such termination, Artist shall immediately cease all Mural activities and shall remove all equipment, materials, and other items from the Project Site within forty-eight (48) hours of providing notice of termination. If the Artist terminates the agreement after the mural artwork has begun but before the finalization, the Artist will restore the Project site to its

original condition at no cost to the City.

- 7.4 **Termination for Cause.** Either party may terminate this Agreement “for cause” upon a party’s failure to perform any obligations under this Agreement or upon a party’s breach of any representations or warranties described in this Agreement. The non-breaching party will provide the breaching party with a written 30 calendar day opportunity to cure a default under this Agreement. If the breaching party has not cured the default within 30 calendar days of receiving notice of such default, then the non-breaching party will provide the breaching party with notice describing the effective date of the termination. If the City terminates under this Section, the Artist shall immediately cease all Mural activities and shall remove all equipment, materials, and other items from the Project Site within forty-eight (48) hours of receiving notice of termination. If the Artist has not completed the Mural, the Artist will restore the Project site to its original condition at no cost to the City.
- 7.5 **Death or Incapacity of Artist.** This Agreement will terminate upon the death or incapacity of the Artist. If the Agreement terminates under this Section, and the Mural has not been completed, the City may commission a separate artist to finish the Mural or may restore the Project site to its original condition. The City has final decision as to whether to continue the Mural or restore the Project Site to its original condition. If City chooses to finish the Mural, such actions shall not be deemed to constitute artistic alteration. The Artist agrees that the Artist’s estate will not be entitled to any type of compensation, including royalties, that may arise as a result of the completion of the Artwork.
- 7.6 **Survival.** The provisions of Sections 3, 4, 5, 9, and 10 shall survive the termination or expiration of this Agreement.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

- 8.1. **Artist’s Representations and Warranties.** Artist represents and warrants to City that:
- Artist is the sole creator of the Artwork and owns all Intellectual Property Rights in and to the Artwork;
 - The Artwork is original and does not infringe upon the intellectual property rights of any third party;
 - Artist has the full right, power, and authority to enter into this Agreement and to grant the rights granted herein;
 - Artist is not subject to any obligation or disability that would prevent Artist from fully performing all obligations under this Agreement;
 - Artist has not granted and will not grant any rights in the Artwork to any third party that conflict with the rights granted to City herein, except for those concurrent and

reciprocal rights granted to the Mission Trail Association, inc.

- The Artist represents and warrants to the City that the Artist has the sufficient knowledge and experience to design, install and apply the mural as provided under this Agreement.

8.2. **City's Representations and Warranties.** City represents and warrants to Artist that:

- City has the full right, power, and authority to enter into this Agreement;
- City owns or controls the Project Site and has the authority to grant Artist access to the Project Site as provided herein.

ARTICLE IX GENERAL TERMS AND CONDITIONS.

- 9.1 **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.
- 9.2 **Warranty of Capacity to Execute Agreement.** The person signing below represents that he or she has read this Agreement (including any Attachments); understands its terms; is authorized to execute this Agreement on behalf of the Party indicated below; and agrees on behalf of such Party that such Party will be bound by those terms.
- 9.3 **No Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.
- 9.4 **Governmental Function.** Artist expressly agrees that, in all things relating to this Agreement, the City is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties agree that the City enters into this Agreement in its capacity as a governmental entity for the purpose of performing a governmental function.
- 9.5 **City Not Obligated to Third Parties.** The City is not obligated or liable under this Agreement to any person other than Artist.
- 9.6 **No Waiver.** Failure of either Party at any time to require performance by the other Party of any provision of this Agreement, under no circumstance affects the right of the respective Party to require performance of that provision or any other provision in the Agreement. Additionally, any waiver of this Agreement, does not constitute waiver of future performance.
- 9.7 **Modification of Agreement.** No modification of this Agreement or of any covenant, condition, or limitation contained in this Agreement shall be valid unless provided as a written amendment signed both parties.

- 9.8 **Cooperative Drafting.** This Agreement is the product of negotiations between the City and the Artist, each of which has opportunity to consult with legal counsel of its choosing as to the terms and conditions set out in this Agreement. No statute or rule of construction or interpretation that would require that an ambiguity in this Agreement be construed against the drafter shall apply to this Agreement, but the Agreement shall be construed to implement the intent of the parties.
- 9.9 **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 9.10 **Governing Law.** This Agreement is executed in Texas, and all rights and liabilities are to be determined in accordance with Texas law.
- 9.11 **Choice of Forum.** Any legal action related to the interpretation or enforcement of this Agreement must be brought in a state or federal court sitting in El Paso, Texas. Each party submits to the exclusive jurisdiction and venue of the state and federal courts sitting in El Paso, Texas.
- 9.12 **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 9.13 **Waiver.** Failure of either Party at any time to require performance by the other Party of any provision of this Agreement, under no circumstances affects the right of the respective Party to require performance of that provision or any other provision in the Agreement. Additionally, any waiver by either Party of any breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself or a waiver of any right under this agreement.
- 9.14 **Notice.** All required or permitted notices referenced in this Agreement must be in writing, and deemed delivered when received via email, United States Postal Service, or certified mail, return receipt requested addressed to the other Party at the address listed below. A party may change the below addresses by giving written notice of its changed address to the other Party.

ARTIST:

Robert Dozal
7338 Franklin Dr
El Paso, TX 79915

CITY:

City of El Paso
 Attn: City Manager's Office

P.O. Box 1890
El Paso, Texas 79950-1890

COPY TO: Mass Transit Department (Sun Metro)
Attn: Director of Sun Metro
10151 Montana Ave.
El Paso, TX 79925

All notices under this Agreement are deemed to be received 5 calendar days following the postmark date on such notice. The parties will inform each other in writing of any changes to the addresses described above. The Artist agrees that in order for a notice to be sufficient under this Agreement he must send copies to the addresses above. Failure of the Artist to send copies to the above addresses is considered to be insufficient notice.

- 9.15 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 9.16 **Force Majeure.** Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by force majeure. "Force majeure" includes those causes generally recognized under Texas law.
- 9.17 **Relationship of the Parties.** The Artist is an independent contractor. Except as expressly 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 contractors. The Artist does not have, and will not attempt to assert authority to make commitments for or to bind the City to any obligation other than the obligations set in this Agreement or any subsequent written agreement that is signed by both parties.
- 9.18 **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 9.19 **Attachments.** All attachments mentioned in this Agreement are fully incorporated into this Agreement by reference.
- 9.20 **Effective Date.** The effective date of this Agreement is the date signed by the City Manager of the City of El Paso ("Effective Date").
(signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____ day
of _____, 2026.

CITY OF EL PASO,


Dionne Mack
City Manager

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:

 Deputy Transit Officer for
Anthony R. Dekeyzer, Director
Mass Transit Department/ Sun Metro

ARTIST:

Robert Dozal