

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the El Paso Metropolitan Planning Organization (EPMPO) has approved funding for the development of the Metropia Synergy Solution Project (Metropia Project), which intends to alleviate traffic through the use of traffic prediction and routing for system users in the El Paso area; and

WHEREAS, the EPMPO, as the regional planning agency, has requested the Camino Real Regional Mobility Authority (CRRMA) to serve as the implementing agency for the Metropia Project and the CRRMA is interested in all aspects of improving the transportation system in and around the El Paso area, including traffic mitigation through innovative traffic management approaches; and

WHEREAS, the City of El Paso has requested an expansion of the scope originally developed for the Metropia Project, such that the wait times at the area's ports of entries can be more effectively monitored and measured and the City therefore desires to fund such additional scope through an interlocal agreement with the CRRMA.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the CRRMA's Executive Director is authorized to execute an Interlocal Agreement for Project Contributions with the City of El Paso, as it relates to the implementation of the Metropia Synergy Solution Project.

PASSED AND APPROVED THIS 11TH DAY OF MAY, 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Susan A. Melendez, Chair

ATTEST:

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, the CRRMA and City do agree as follows:

AGREEMENT

1. Time Period Covered

This Agreement becomes effective upon the date first written above, and the Parties will consider it to be in full force and effect until the Bridge Scope, as more fully described in **ATTACHMENT A** of this Agreement, has been completed or unless this Agreement is terminated, as provided herein. Unless otherwise agreed to in writing by the CRRMA, the CRRMA shall have no further obligation with respect to the Bridge Scope after completion.

2. Project Funding and Work Responsibilities

The CRRMA agrees to include the Bridge Scope developed by and between the City and Metropia, Inc. into the Metropia Project. The City agrees to pay for the tasks identified in the Bridge Scope Budget, as more fully described in **ATTACHMENT B** of this Agreement. The CRRMA agrees to manage Metropia Inc.'s implementation of the Bridge Scope into the Metropia Project in exchange for the administrative fee identified in **ATTACHMENT B**.

3. Termination

This Agreement may be terminated in the following manner:

- A. By mutual written agreement and consent of both Parties;
- B. By either Party for convenience, upon written notice at least thirty (30) days in advance of the effective date of such termination; or
- C. By either Party upon the failure of the other Party to fulfill the obligations set forth in this Agreement.

If the Agreement is terminated in accordance with the above provisions, the City will be responsible for the payment of Bridge Scope costs incurred by the CRRMA on behalf of the City up to the time of termination.

4. Responsibilities of the Parties

Both Parties acknowledge that neither is an agent, servant, employee of the other, nor are the Parties engaged in a joint enterprise, and each Party is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Metropia Project.

5. Governmental Immunity

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither Party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

6. Sole Agreement

In the event the terms of this Agreement are in conflict with the provisions of any other existing agreements between the City and the CRRMA, this Agreement shall take precedence over the other agreements in matters related to the Metropia Project and Bridge Scope.

7. Successors and Assigns

The CRRMA and City each binds itself, its successors, executors, assigns, and administrators to the other Party to this Agreement and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this Agreement.

8. Amendments

This Agreement may be amended or modified upon the mutual written agreement of both Parties.

9. Management of Work

Unless otherwise specifically stated herein, the CRRMA will manage and supervise all Bridge Scope work performed hereunder and provide such services as may be required to ensure that the Bridge Scope of the Metropia Project is accomplished in accordance with the scope of work approved by the City, as enumerated in **ATTACHMENT A**. The City and its authorized representatives may observe or inspect all work done for the Bridge Scope at reasonable times and places. If either Party believes the Bridge Scope is not being developed as originally contemplated, the Parties’ designated representatives shall meet to discuss appropriate actions to ensure that any defects in the Bridge Scope or deviations from **ATTACHMENT A** are remedied. All correspondence and instructions to the provider of services for the Metropia Project will be the sole responsibility of the CRRMA. Unless otherwise agreed to in writing by the CRRMA, the CRRMA shall have no further obligation with respect to the Bridge Scope after completion of the tasks identified in **ATTACHMENT A**.

10. Notices

All notices to either Party by the other required under this Agreement shall be delivered by hand-delivery or sent by certified or U.S. mail, postage prepaid, addressed to such Party at the following addresses:

CITY OF EL PASO

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

CRRMA

Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
Attn: Executive Director

All notices shall be effective upon receipt. Either Party may change the above address by sending written notice of the change to the other. Either Party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other.

11. Severability

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

12. Venue

For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

13. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

IN WITNESS WHEREOF, the CRRMA and City have executed this Agreement as of the date first written above.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda D. Momsen
City Clerk

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew McElroy, Director
International Bridges Department

ATTEST:

Joe R. Fernandez
Board Secretary

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Susan A. Melendez
Chair

ATTACHMENT A

**EL PASO REGION PORT OF ENTRY SYSTEM
WAIT TIME ESTIMATION AND PREDICTION PROJECT**

BRIDGE SCOPE

ATTACHMENT B

EL PASO REGION PORT OF ENTRY SYSTEM WAIT TIME ESTIMATION AND PREDICTION PROJECT

BRIDGE SCOPE BUDGET

The Bridge Scope Budget is \$407,800.00, which is due and payable by the City upon execution of this Agreement and includes all map, incentive, computing infrastructure and administrative fees necessary for the CRRMA's implementation of the Bridge Scope, as follows:

Map and Computing	\$24,000
Engineering Services	\$276,000
Data Collection Incentives	\$36,000
Outreach Activities	\$60,000
CRRMA Admin (3%)	\$11,800
TOTAL	\$407,800

[END OF EXHIBIT]