

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the El Paso Metropolitan Planning Organization (MPO) has identified available federal funds for the expansion of the El Paso Bike Share Program that is operated by the Camino Real Regional Mobility Authority (CRRMA), known locally as the SunCycle Program (SunCycle) for which various area agencies are interested in partnering to pursue;

WHEREAS, the expansion of the SunCycle program will add bikes and bike stations to the system, which will expand access to and through the University of Texas at El Paso (UTEP) campus and the surrounding neighborhoods and UTEP therefore desires to provide partial funding for such expansion; and

WHEREAS, the CRRMA and UTEP now desire to execute an interlocal agreement whereby UTEP will provide partial funding for the expansion of the SunCycle program and the CRRMA will implement such expansion and will continue to operate and maintain the system.

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

THAT the Executive Director is authorized to execute an Interlocal Agreement with the University of Texas at El Paso (UTEP), whereby UTEP will provide partial funding to the CRRMA for the expansion of the El Paso Bike Share (SunCycle) Program.

PASSED AND APPROVED THIS 13TH DAY OF APRIL 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Susan A. Melendez, Chair

Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

INTERLOCAL AGREEMENT

This **INTERLOCAL AGREEMENT** (the “Agreement”) is entered into by and between **THE UNIVERSITY OF TEXAS AT EL PASO (“UTEP”)**, a component institution of The University of Texas System, and institution of higher education of the State of Texas and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the “CRRMA”), a political subdivision of the State of Texas (the CRRMA and UTEP hereafter collectively referred to as the “Parties”) for the purpose of providing financial assistance in connection with the expansion of a Bike Share Program.

WITNESSETH:

WHEREAS, UTEP is a component institution of The University of Texas System and institution of higher education of the State of Texas;

WHEREAS, the CRRMA is a regional mobility authority created and operating pursuant to Chapter 370.031(b) of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE § 26.01 *et seq.* (the “RMA Rules”);

WHEREAS, the El Paso Metropolitan Planning Organization has identified funds that are available for the expansion of the El Paso Bike Share (SunCycle) Program that is operated by the CRRMA (the “SunCycle Program”), for which the Parties, including other area agencies, are interested in partnering to pursue;

WHEREAS, The SunCycle Program will expand access to and through UTEP and the surrounding neighborhoods to mitigate air pollution;

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested;

WHEREAS, §370.033 of the RMA Act further provides that regional mobility authorities may enter into interlocal agreements with other governmental entities for project development related services; and

WHEREAS, the Parties desire to jointly pursue, along with other area agencies, an expansion of the SunCycle Program, whereby UTEP would provide partial funding for the program and the CRRMA would administer such program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

Recitals. The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by both Parties.

II. RESPONSIBILITIES OF THE PARTIES

1. Partial Funding of Bike Share Program. UTEP will provide financial assistance to the CRRMA in the amount of ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) to be used by the CRRMA to pay for a portion of the expenses required for the expansion of the SunCycle Program generally consistent with the scope and budget more fully described within **EXHIBIT "A,"** which is attached hereto for all purposes. Such funds may be used for any project costs normally associated with the implementation of an expansion of a bike share program, including but not limited to, independent financial, engineering and other advisors necessary for an expansion similar in size and scope to **EXHIBIT "A."** The financial assistance provided by UTEP may also be used by the CRRMA to pay for necessary or incidental administrative, legal and other expenses, provided that such expenses relate to the referenced expansion.

2. Payment to the CRRMA. Funds to be made available by UTEP to the CRRMA under this Agreement shall be disbursed within ten (10) days of the Effective Date of this Agreement by UTEP and shall be made in the form of a grant, without the requirement of reimbursement. The CRRMA shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this Agreement. Except to the extent that a specific provision of this Agreement states to the contrary, all equipment purchased by the CRRMA or its subcontractors under this Agreement shall be owned by the CRRMA.

3. Compliance. The CRRMA will comply with applicable local, state and federal laws in the performance or securing of any work contemplated by this Agreement and will comply with any other applicable provisions of the RMA Act and the RMA Rules relating to the performance or securing of any such work.

4. Books and Records. The CRRMA will maintain its books and records relating to any work provided or secured and the financial assistance provided pursuant to this Agreement at its office for a minimum of four (4) years after expansion of the SunCycle Program. These materials shall be made available for inspection by UTEP, within a reasonable period after any such request by UTEP.

III. GENERAL AND MISCELLANEOUS

1. Prior Written Agreements. This Agreement is without regard to any and all prior written contracts or agreements between the Parties regarding any other subject matter and does

not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

3. 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 right(s) or claim(s) on behalf of any third party. Neither of the Parties 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.

4. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and executed by authorized representatives of both parties hereto.

5. 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.

6. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the Effective Date as defined below, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

7. Notices. All notices provided pursuant this Agreement shall be hand delivered or mailed, certified return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

UTEP: The University of Texas at El Paso
 500 W. University Avenue
 El Paso, TX 79968
 Attn: Vice President for Business Affairs

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

8. Effective Date. The Effective Date of this Agreement shall be the date last executed by one of the Parties.

9. Entire Agreement. This Agreement contains all commitments and agreements of the Parties hereto, and no verbal or written commitment shall have any force or effect if not contained herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

**THE UNIVERSITY OF TEXAS
AT EL PASO**

By: _____
Richard Adauto, III
Interim Vice President for
Business Affairs

Date: _____

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____
Raymond L. Telles
Executive Director

Date: _____

EXHIBIT “A”

EL PASO BIKE SHARE (SUNCYCLE) PROGRAM, PHASE 2 PROPOSED SCOPE & BUDGET

The proposed scope of the project contemplated by this Agreement is to expand the El Paso Bike Share (SunCycle) Program, through the purchase, installation and operation of additional bikes and stations for the program at various locations in the City of El Paso. The general area for the proposed placement of the additional bike stations consists of downtown El Paso to the UTEP campus, including the neighborhoods and retail areas in between such general areas. Actual station locations shall be determined throughout the project process in coordination with project stakeholders; provided, however, that at least three (3) new stations shall be located on the UTEP campus. The number of bikes and stations procured through this process shall be determined by the project budget and through coordination with the project vendor and stakeholders. Global Positioning Systems (GPS) may be used to calculate bicycle miles traveled and GPS units may be attached to the bicycles.

El Paso Bike Share (SunCycle) Program, Phase 2 Budget:

STP-MM (TxDOT)	\$284,000
City of El Paso	\$150,000
<u>University of Texas at El Paso</u>	<u>\$150,000</u>
Total Available Funds	\$584,000

The El Paso Bike Share (SunCycle) Program, Phase 2 Budget identified above may be amended from time to time throughout the implementation of the expansion, without effect on this Agreement; provided there is no financial impact to UTEP.

[END OF EXHIBIT]