

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, various entities are interested in partnering to develop a parking study for the potential construction of a new parking facility in downtown El Paso, whereby the entities would contribute funding to the Camino Real Regional Mobility Authority (CRRMA) and the CRRMA would provide certain funds and would also be responsible for the development of the parking study;

WHEREAS, the City of El Paso and the El Paso Downtown Management District have agreed to contribute funding for the development of the referenced parking study; and

WHEREAS, the parking study will serve to identify the need, if any, for a parking facility in downtown El Paso and could serve as an investment grade study that the CRRMA or another entity could use to issue debt to design and construct such parking facility, if said study identifies such need;

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

THAT the Executive Director be authorized to execute an Interlocal Agreement with the El Paso Downtown Management District (DMD), whereby the DMD would provide partial funding to the CRRMA for the CRRMA to develop a parking study in downtown El Paso.

PASSED AND APPROVED THIS 13TH DAY OF NOVEMBER 2013.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Scott McLaughlin, Chair

Susan A. Melendez, 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 **EL PASO DOWNTOWN MANAGEMENT DISTRICT** (the "DMD"), a municipal management district located and operating in the City of El Paso, and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the "CRRMA"), a political subdivision of the State of Texas (the CRRMA and DMD hereafter collectively referred to as the "Parties") for the purpose of providing financial assistance from the DMD to the CRRMA in connection with the development of a parking study in downtown El Paso.

WITNESSETH:

WHEREAS, the DMD is a municipal management district created and operated pursuant to Chapter 375 of the Texas Local Government Code and which provides, among other things, services to and for the benefit of property owners within the geographic area of the DMD's area of operation in Downtown El Paso (the "District");

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 parties are interested in the development of a parking study, which will help determine the feasibility of a parking facility within the downtown area of the City of El Paso (the "Parking Study"), for which the Parties, to possibly include other area entities, are interested in partnering to pursue;

WHEREAS, the Parking Study will seek to identify if the feasibility of a new parking facility in downtown El Paso with the ability for potential additional study components to be completed, such as rate or shared-use study components, if such components are deemed necessary and beneficial by the Parties;

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public entities 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;

WHEREAS, pursuant to TEX. LOCAL GOV'T CODE §§ 375.092(g) and (i) 375.313(a), the DMD is authorized to enter into agreements with other public entities related to the performance of the DMD's services and functions or to promote long-term development within the District;

WHEREAS, pursuant to TEX. LOCAL GOV'T CODE §§ 375.112(a)(1), the DMD is authorized to assess property owners in the District for services related to, among other things, parking facilities;

WHEREAS, the Parties desire to jointly pursue, potentially with other area entities, the Parking Study, whereby the DMD would provide partial funding for the Parking Study and the CRRMA would administer work;

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. Development of and Funding for the Parking Study. The CRRMA shall develop the referenced Parking Study generally consistent with the preliminary scope and budget described within **EXHIBIT "A,"** which is attached hereto for all purposes. The DMD shall provide TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00) to the CRRMA, which may only be used for development of the Parking Study. Eligible expenses for the DMD funds shall include those project costs normally associated with the development and implementation of a parking study of the same scope and size contemplated within **EXHIBIT "A,"** including but not limited to independent financial, engineering and other advisors as may be required and associated necessary or incidental administrative, legal and other expenses; provided that such expenses relate solely to the referenced Parking Study. The CRRMA shall also seek additional funding sources from other area entities that may be interested in the development of a parking facility in downtown El Paso. The DMD shall also assist in the development of the Parking Study by making available all downtown parking information in the DMD's possession as well as facilitating meetings with downtown stakeholders and the CRRMA and its consultants.

2. Payment to the CRRMA. Funds to be made available by the DMD to the CRRMA under this Agreement shall be disbursed within ten (10) days of final execution of this Agreement by the DMD 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. The DMD shall retain a 10-year license, at no further cost than the grant funds set forth in paragraph 1 above, to use for any purpose, rely on, quote from, and benefit from the Parking Study. Except to the extent that a specific provision of this Agreement states to the contrary, while no equipment is anticipated to be purchased with the DMD's grant funds provided hereunder, any and all equipment purchased by the CRRMA or its subcontractors under this Agreement shall be owned by the CRRMA.

3. Parking Study. The Parking Study shall be completed within one year of the effective date of this agreement. The DMD reserves the right to participate in the development of the Parking Study. Should the cost of the Parking Study be less than the anticipated cost in **EXHIBIT "A"**, the CRRMA shall refund the DMD its pro rata share of the savings based on its initial contribution.

4. 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.

5. 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 completion of the Parking Study. These materials shall be made available for inspection by the DMD, within a reasonable period after any such request by the DMD.

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 and Indemnification. 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. Notwithstanding anything to the contrary herein, the DMD acknowledges that the CRRMA will engage a third party to develop the Parking Study and agrees to **INDEMNIFY AND HOLD THE CRRMA, ALONG WITH ITS DIRECTORS AND EMPLOYEES, HARMLESS AGAINST ANY CLAIM, ACTION OR HARM ARISING FROM OR RELATED TO THE DMD'S USE OF THE PARKING STUDY.**

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:

DMD: The El Paso Downtown Management District
 201 E. Main Street, Suite 107
 El Paso, Texas 79901
 Attn: Executive Director

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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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

**THE EL PASO DOWNTOWN
MANAGEMENT DISTRICT**

By: _____
Verónica R. Soto, AICP
Executive Director

Date: _____

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____
Raymond L. Telles
Executive Director

Date: _____

EXHIBIT "A"

DOWNTOWN PARKING STUDY PRELIMINARY SCOPE & BUDGET

The proposed scope of this project includes the development of a parking study to determine the need and feasibility of a new parking facility in downtown El Paso, near El Paso City Hall (the "Parking Study"). The CRRMA shall be responsible for the development of the Parking Study, which shall include the following tasks: (i) procurement of a firm to develop the Parking Study that has experience in the development of similar parking studies for similarly situated entities; (ii) management of the selected firm during the development of the Parking Study; (iii) provision of periodic updates to the DMD regarding the development of the Parking Study; and (iv) provision of the Parking Study to the DMD, upon completion.

The Parking Study shall consist of a parking supply/demand analysis, which shall include the following tasks: (i) meet with stakeholders to clarify study objectives and define the study area; (ii) review existing parking information, reports and studies regarding parking in downtown El Paso; (iii) use available data and conduct surveys to update information on downtown parking assets; and (iv) identify parking supply and demand for the study area for the CRRMA's use in determining the need for a new parking facility near El Paso City Hall.

<u>Anticipated Parking Study Cost</u>	<u>\$60,000</u>
DMD Provided Funds	\$20,000
City of El Paso Funds (potential)	\$20,000
<u>CRRMA Funds</u>	<u>\$20,000</u>
Total Available Funds	\$60,000

The preliminary scope and budget identified above are believed to be appropriate at the time of this Agreement, but may be amended from time to time throughout the development of the Parking Study, without effect on this Agreement.

[END OF EXHIBIT]