

**CAMINO REAL REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION**

WHEREAS, the El Paso Metropolitan Planning Organization has identified certain funds that are available for the development, implementation and operation of a bikeshare program within the El Paso region (the "BikeShare Program");

WHEREAS, various area agencies are interested in partnering to develop the BikeShare Program, whereby the various agencies would provide additional partial funding to the Camino Real Regional Mobility Authority (CRRMA) and the CRRMA would be responsible for the development, implementation and operation of the BikeShare Program;

WHEREAS, the BikeShare Program will address access to and through the University of Texas at El Paso (UTEP) campus and the surrounding neighborhoods to mitigate air pollution and UTEP therefore desires to provide partial funding for the BikeShare Program;

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 University of Texas at El Paso (UTEP), whereby UTEP would provide partial funding to the CRRMA for the BikeShare Program contemplated for the El Paso region.

PASSED AND APPROVED THIS 10TH DAY OF JULY 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 UNIVERSITY OF TEXAS AT EL PASO**, a component institution of The University of Texas System, and institution of higher education of the State of Texas ("UTEP") 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 development of a BikeShare 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 development, implementation and operation of a bikeshare program within the El Paso region (the "BikeShare Program"), for which the Parties, including other area agencies, are interested in partnering to pursue;

WHEREAS, The BikeShare Program will address 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;

WHEREAS, the Parties desire to jointly pursue, along with other area agencies, a BikeShare 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 BikeShare Program. UTEP will provide financial assistance to the CRRMA in the amount of TWENTY FOUR THOUSAND AND 00/100 DOLLARS (\$24,000.00) to be used by the CRRMA to pay for a portion of the BikeShare 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 development and implementation of a BikeShare Program, including but not limited to, independent financial, engineering and other advisors necessary for the evaluation of, procurement, implementation and operation of a BikeShare Program in El Paso. The financial assistance provided by TxDOT 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 BikeShare Program.

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 final execution 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 implementation of the BikeShare 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: _____
Cynthia Vizcaino Villa
Vice President for Business Affairs

Date: _____

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

By: _____
Raymond L. Telles
Executive Director

Date: _____

EXHIBIT "A"

EL PASO BIKESHARE PROGRAM PROPOSED SCOPE & BUDGET

The proposed scope of this project includes the development, installation, marketing, operation, and maintenance of a BikeShare Program with stations at various locations in the City of El Paso. The general area of the proposed bike stations could include the west, downtown, central, and east transit terminals, at UTEP and surrounding neighborhoods and in the greater downtown area. Actual locations shall be determined throughout the project process in coordination with project stakeholders. A total of 200 bikes are anticipated with 10 bicycles per stations preferred. Global Positioning Systems (GPS) may be used to calculate bicycle miles traveled and GPS units may be attached to the bicycles. A bicycle safety awareness program will be included in the program's marketing efforts.

Approved BikeShare Program Budget from the El Paso Metropolitan Planning Organization (MPO) action of May 3, 2013:

| | |
|-----------------------------|-------------------|
| CMAQ Funding (TxDOT) | \$1,512,000 |
| Rider 8 Funds (MPO) | \$276,000 |
| City of El Paso | \$100,000 |
| STP-MM (TxDOT) | \$88,000 |
| UTEP | \$24,000 |
| <hr/> Total Available Funds | <hr/> \$2,000,000 |

The Approved BikeShare Program Budget identified above may be amended from time to time throughout the implementation of the BikeShare Program, without effect on this Agreement.

[END OF EXHIBIT]