

# **CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION**

**WHEREAS**, various area agencies are interested in partnering to develop a bikeshare program within the El Paso region (the "BikeShare Program"), whereby the various agencies would provide funding to the Camino Real Regional Mobility Authority (CRRMA) and the CRRMA would be responsible for the development, implementation and operation of such BikeShare Program;

**WHEREAS**, the El Paso Metropolitan Planning Organization has identified certain Rider 8 funds that are available for the development, implementation and operation of the BikeShare Program; and

**WHEREAS**, the BikeShare Program will provide additional mobility options in and around downtown El Paso and the surrounding neighborhoods, among other areas, and the City of El Paso 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 El Paso Metropolitan Planning Organization (EPMPO) and the City of El Paso (City), whereby the EPMPO and City would provide partial funding to the CRRMA for the BikeShare Program contemplated for the El Paso region.

**PASSED AND APPROVED THIS 10<sup>TH</sup> DAY OF JULY 2013.**

**CAMINO REAL REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
Scott McLaughlin, Chair

**ATTEST:**

\_\_\_\_\_  
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 **CITY OF EL PASO, TEXAS** ("City"), the **EL PASO METROPOLITAN PLANNING ORGANIZATION** ("MPO"), and the **CAMINO REAL REGIONAL MOBILITY AUTHORITY** (the "CRRMA"), a political subdivision of the State of Texas (the CRRMA, City, and MPO 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**, the City is a Home Rule City operating pursuant to the laws of the State of Texas;

**WHEREAS**, the MPO is a metropolitan planning organization created and operating pursuant to 23 United States Code sections 134-135 and Chapter 472, Subchapter D of the Texas Transportation Code;

**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 City and the MPO have 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**, Chapter 791 of the Texas Government Code provides that local governments or 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 the City and MPO 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 all Parties.

## II. RESPONSIBILITIES OF THE PARTIES

**1. Partial Funding of BikeShare Program.** The City will provide financial assistance to the CRRMA in the amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00). The MPO will provide financial assistance to the CRRMA in the amount of TWO HUNDRED SEVENTY SIX THOUSAND AND 00/100 DOLLARS (\$276,000.00), which will come from Rider 8 Funds allocated to the MPO. Such funds will 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. The City and MPO funds may be used by the CRRMA 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, procurement, implementation and operation of a BikeShare Program in El Paso. The financial assistance provided by the City and MPO 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 the City and MPO to the CRRMA under this Agreement shall be disbursed within ten (10) days of final execution of this Agreement by the City and MPO 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 the City and the MPO, within a reasonable period after any such request by the City or MPO.

### 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 the 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 all Parties to this Agreement and executed by authorized representatives of all 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 date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
7. **Notices.** All notices provided pursuant this Interlocal Agreement shall be hand delivered or mailed, certified return receipt requested, to the respective parties at the respective addresses shown below, unless and until the parties are otherwise notified in writing by the other party:

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

Copy to: City of El Paso  
Director of Economic Development and Sustainability  
P.O. Box 1890  
El Paso, Texas 79950-1890

MPO: El Paso Metropolitan Planning Organization  
Executive Director  
10767 Gateway Blvd. West, Ste 605  
El Paso, Texas 79935

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

**8. Effective Date.** The Effective Date of this Agreement shall be the date last executed by a Party.

**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.

**10. Current Revenues.** Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

**11. Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law.

**12. Venue.** The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in El Paso County, Texas.

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

(SIGNATURES BEGIN ON NEXT PAGE)

**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Oscar Leeser  
Mayor  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

\_\_\_\_\_  
Matthew K. Behrens  
Assistant City Attorney

**APPROVED AS TO CONTENT**

\_\_\_\_\_  
Marty Howell, Director  
Economic Development and Sustainability

**EL PASO METROPOLITAN  
PLANNING ORGANIZATION**

By: \_\_\_\_\_  
Michael Medina  
Interim Executive Director  
Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Eduardo Miranda  
Attorney for MPO  
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
<u>Total Available Funds</u>	<u>\$2,000,000</u>

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]