

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) is authorized to pursue the development of major transportation projects in the El Paso region, which requires knowledge and understanding of, as well as active involvement in, the El Paso region's transportation planning processes and procedures; and

WHEREAS, the CRRMA continues to expand its involvement in the development of various transportation projects in the region and previously engaged Teresa Quezada (d/b/a Quezada Document Management Services) to provide services related to the CRRMA's involvement in the area's transportation planning processes as well as the pursuit and development of regional projects; and

WHEREAS, the CRRMA desires to continue its engagement with the referenced consultant for the provision of uninterrupted services in relation to the development of various transportation services in the region;

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

THAT the Executive Director be authorized to execute an Engagement Agreement with Teresa Quezada (d/b/a Quezada Data Management Services) for the provision of various consultant services to the Camino Real Regional Mobility Authority from September 1, 2012 through March 31, 2013.

PASSED AND APPROVED THIS 29TH DAY OF AUGUST 2012.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Scott McLaughlin, Chair

Susan A. Melendez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

ENGAGEMENT AGREEMENT

THIS AGREEMENT is entered into between Teresa Quezada d/b/a Quezada Data Management Services (“Consultant”) and the Camino Real Regional Mobility Authority (“Authority”) where in Consultant agrees to provide certain monitoring functions and other functions as outlined below in connection with the El Paso Metropolitan Planning Organization (“MPO”). All work performed under this engagement is on behalf of the Camino Real Regional Mobility Authority.

I.

SCOPE OF WORK

The scope of work consists of three tasks as set out below:

- Task 1: Participate in the El Paso Metropolitan Planning Organization’s development and execution of its new long range plan on behalf of the Authority – this task shall include, but not be limited to, attendance at various MPO taskforce, project selection committee and other meetings as well as periodic updates to the Authority Board and staff as requested.
- Task 2: Research existing Metropolitan Transportation Plan and Transportation Improvement Program and other transportation plans to identify candidate projects for Authority implementation, including research and development of approaches to pursue any such candidate projects.
- Task 3: Assist the RMA and its transportation partners establish Transportation Reinvestments Zones with 2012 as the base year.
- Task 4: Perform additional services as requested by the Authority Board and staff.

The Authority hereby contracts Consultant, for the period of time, commencing on the date of the execution of this agreement and ending on March 31, 2013. The total amount of this engagement shall not exceed \$20,000.00.

II.

BILLING

Consultant will bill only for hours actually spent on work for the Authority within the scope approved by Authority. The hourly rates charged by Consultant shall be those identified on the hourly rate schedule attached as Exhibit “A”. Except for the purpose of meeting work product deadlines or travel required by the Authority, hourly charges shall not exceed 12 hours per day. Any billings in excess of 12 hours per day will contain a justification for the hours in excess of 12 hours.

Consultant will submit its invoices biweekly to Authority. Such billing shall be adequately documented and no invoice shall be paid until it is adequately documented. **At a minimum, "adequate documentation" requires that each invoice shall contain the name of the person working on the matter, a descriptive statement of the work performed, the dates when work was performed, the hours worked, and the hourly rate.** All invoices shall be submitted in accordance with the Invoice Checklist attached as Exhibit "B". For any day that more than twelve hours of work are billed, a short statement shall accompany the bill explaining the circumstances. All invoices will be paid within thirty (30) days of submission to the Authority.

The hourly rate shall include all overhead, except actual expenses for copying, travel, long distance, express delivery, rented mainframe computer time, and expenses for meetings held at facilities outside of Consultant facilities. There shall be no "mark up" added to outside expenses or services used, such as copies, faxes or long distance telephone calls.

No travel is anticipated for the services in connection with this agreement, and no travel outside the County of El Paso is authorized without prior consent of the Executive Director of Authority. Should any travel be authorized, all travel expenses shall comply with Exhibit "B". The mode of travel whenever feasible shall be by air travel by commercial carrier and shall be the most economical available, but in any event shall never exceed coach fare by air. There will be no reimbursement for air travel expenses in excess of standard coach or economy fares. Reimbursement for automobile mileage shall only be applicable for travel outside of El Paso County. There shall be no reimbursement for luxury items, alcoholic beverages, or meals in excess of \$36 per person, per day.

III.

ADDITIONAL FEE-SUPPORTING DOCUMENTATION

Consultant will provide all additional fee-supporting documentation which may be requested by the Authority at no additional charge. In addition should the Authority, its representatives, included but not limited to its auditors, request information concerning Consultant's services in this matter, Consultant will provide such information at no additional cost to the Authority.

IV.

RIGHT TO INSPECT

Authority shall have the right to inspect and copy all records of Consultant directly relating to expenses incurred in connection with this agreement.

V.

NO AGENCY

The relationship between the Authority and Consultant shall be one of independent contractor. Nothing in this agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of employee-employer or principal-agent, or otherwise to create any liability for the Authority whatsoever with respect to the liabilities, obligations or acts of Consultant.

VI.

EFFECTIVE DATE

This Agreement becomes effective as of the date noted below.

VII.

MODIFICATIONS

Any modification of this agreement shall be in writing and approved by Authority and by Consultant.

VIII.

ASSIGNMENT

Consultant may not assign this Agreement in whole or in part or subcontract any of the services without prior written consent of Authority.

IX.

TERMINATION

This Agreement may be terminated by the mutual agreement of the Authority and the Consultant. Either party may provide advance termination notice in writing specifying such terms and conditions as may be mutually agreed upon. Consultant will thereupon prepare a final invoice which will be paid within thirty (30) days.

X.

AUTHORITY INDEMNIFIED

CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ANY CLAIMS COSTS OR LIABILITIES OF ANY TYPE OR NATURE BY OR TO ANY PERSONS WHOMSOEVER, THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS WITH RESPECT TO CONSULTANT'S WORK UNDER THIS AGREEMENT. IN ANY SUCH EVENT, CONSULTANT SHALL ALSO INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL REASONABLE EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES INCURRED BY THE AUTHORITY IN LITIGATING OR OTHERWISE RESIGNING SAID CLAIMS.

XI.

GOVERNING LAW

This agreement and all disputes concerning this agreement shall be governed by the laws of the State of Texas. All obligations of the parties shall be deemed performable in El Paso County, Texas.

XII.

COMPLETE AGREEMENT

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

XIII.

CONFLICTS

In the event of any conflicts between the terms, conditions, and provisions of this Contract and the provisions of the Authority's policies, or any permissive state or federal law, then unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Authority's policies or any such permissive law during the term of the Contract.

XIV.

SAVINGS CLAUSE

In the event any one or more of the provisions contained in this Contract shall, for any reason, be held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

XV.

NOTICE

Any notice shall be accomplished by hand delivery or United States Mail, postage prepaid to the respective addresses designated below, or at such other address as they have specified in a prior written notification. A courtesy copy may also be sent by Electronic Mail (E-mail).

Authority:
Camino Real Regional Mobility Authority
2 Civic Center Plaza, 9th Floor
El Paso, Texas, 79901
Attn: Executive Director

Consultant:
Quezada Data Management Services
4313 Santa Rita
El Paso, Texas, 79902
Attn: Teresa Quezada

XVI.

INTERPRETATION

No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court, or other governmental or judicial authority, or arbiter by reason of such party having or being deemed to have drafted, prepared structured, or dictated such provision.

[LEFT INTENTIONALLY BLANK]

EXECUTED this _____ day of _____ 2012.

Consultant:

**Teresa Quezada d/b/a Quezada Data
Management Services**

By _____
Teresa Quezada

Camino Real Regional Mobility Authority

By _____
Raymond L. Telles, Executive Director

Exhibit A

Consultant

Hourly Rate

Teresa Quezada

\$90.00

[END OF EXHIBIT]

Exhibit B

Invoice Reimbursement Checklist

Direct Labor/ Timesheets: The invoice must clearly identify each employee name, title, hours worked, time period of performance, task or project description, rate per hour and/or cost, and office/company location.

Transportation Costs and Reimbursable Limits: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Airline Costs: TxDOT will only reimburse for airline costs at the Economy or Coach Class rate. Extra insurance costs are unallowable. Airline ticket "reissue or change fee" is reimbursable only if the change was at CRRMA's/TxDOT's request or change in meeting because of CRRMA and/or TxDOT.

Personal Automobile Mileage: Up to the state approved rate of **.555 cents** per mile or the current state rate applicable at the time cost is incurred. Expense report must clearly identify the dates, destinations, and purpose of trip.

Automobile Rentals: Not to exceed **\$50.00 per day** (or current State guidelines) plus applicable taxes. Extra optional insurance or rental company gasoline costs are unallowable. Weekly or Monthly rates should be used when applicable. Use of automobile rental not related to the project is unallowable. Legible itemized receipts are required.

Hotel Rates: Weekly and Monthly rates are encouraged and expected when applicable. Reimbursable costs shall not exceed **\$85.00 per day** plus applicable city/state/county taxes or current state rate applicable at the time cost is incurred.

Meals (Food Costs): Meal receipts are not required. Actual costs are allowable up to a maximum Per Diem allowance of **\$36.00 per day** or current state rate applicable at the time cost is incurred. Meals are only reimbursable with overnight lodging away from headquarters. *Tips and alcohol are not reimbursable. Per meal maximums for partial day travel are as follows: Breakfast \$8.00, Lunch \$10.00 and Dinner \$18.00 and are adjusted proportionately to a change in the current state rate.*

Other - Taxi, Bus, Limousine, Subway, etc.: Only reasonable and prudent costs (with explanations) are reimbursable. Legible itemized receipts are required. *Tips are not reimbursable.*

Entertainment Costs: Entertainment costs are not reimbursable such as: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

Communication Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by TxDOT. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Receipts: Legible itemized receipts are required for the following: 1. Hotel (lodging) costs. 2. Airfare travel costs. 3. Parking costs. 4. Automobile or Equipment Rental costs. 5. Taxi, Limousine, Bus, Subway, or other travel costs. 6. Reproduction. 7. Shipping and Handling. 8. Local Postage/Deliveries (courier services). *Tips and alcohol are not reimbursable.*

[END OF EXHIBIT]