

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the County of El Paso (County) and the Camino Real Regional Mobility Authority (CRRMA) have entered into various agreements that permit the CRRMA to assist the County in its development of major transportation projects, including those identified within the 2013 El Paso County Comprehensive Mobility Plan;

WHEREAS, the parties have determined that the continued cooperation between the County and CRRMA is beneficial for each, as well as the El Paso region and therefore, the parties desire to cooperate on additional projects; and

WHEREAS, the parties now desire to enter into a new interlocal agreement, whereby the County would provide funding for the CRRMA to procure various providers of engineering services that may be used from time to time in the future to develop County and other major transportation projects in the region.

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

THAT the Chair of the CRRMA is authorized to execute an Interlocal Agreement with the County of El Paso, Texas to permit the CRRMA to select various providers of engineering services that may be used from time to time in the future to develop County and other major transportation projects in the region.

PASSED AND APPROVED THIS 13TH DAY OF FEBRUARY 2019.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Susan A. Melendez, Chair

ATTEST:

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the _____ day of _____, 2019, by and between EL PASO COUNTY, TEXAS (the “County”) and the CAMINO REAL REGIONAL MOBILITY AUTHORITY (“Authority”), (collectively, the “Parties”), for the purposes described herein.

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Texas; and

WHEREAS, the Authority is a regional mobility authority created pursuant to the request of the City of El Paso and operating pursuant to Chapter 370 of the Texas Transportation Code (the “RMA Act”) and 43 TEX. ADMIN. CODE §§26.1 *et seq.* and is a body politic and corporate and political subdivision of the State; and

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; and

WHEREAS, the Authority and the County have entered into numerous interlocal agreements for the pursuit of the design and construction of various transportation projects and have each determined that continued cooperation between the entities is beneficial to each entity and the region’s traveling public as well; and

WHEREAS, the Parties desire to enter into a new interlocal agreement, whereby the County would provide funding for the Authority to procure various providers of engineering services that may be used from time to time in the future to develop County and other major transportation projects in the region.

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 the Agreement by resolution or order adopted by their respective governing bodies, and that this Agreement will be in full force and effect on the date first noted above.

II.
DUTIES AND RESPONSIBILITIES OF THE PARTIES

A. Procurement of Engineering Services. Subject to and in accordance with the terms of this Agreement, the Authority and/or its consultants shall take all actions necessary to procure several engineering services firms for execution of indefinite deliverables contracts that may be used for major transportation projects in the region.

1) Scope of Work. Specific elements of the procurement services to be pursued through this Agreement are set forth in **EXHIBIT A** to this Agreement.

2) Timeline for Commencement. Commencement of the procurement services shall begin when the County Representative (as defined below) issues a written Notice to Proceed to the Authority. No later than fifteen (15) days from Authority receipt of a Notice to Proceed, the Authority will commence such work. The procurement services will be done in accordance with the schedule developed between the County and the Authority.

3) Budget. The budget to be provided by the County for the Authority's completion of the procurement services is a not to exceed amount of ONE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$140,000.00). The Parties will work together to attempt to minimize the actual costs of such services, but in no event shall any payments by the County exceed limitations noted herein, absent the written agreement of the Parties.

4) Invoicing and Payment. The Authority will invoice the County monthly, based on work performed, but will include the County Executive Director of Public Works, Director of Planning & Development and Transportation Program Engineer in the invoicing process in an effort to minimize the payment timeline. Each invoice shall state the total invoiced amount and shall be accompanied by a detailed itemization of services and expenses. The County shall pay such invoices within fifteen (15) days after the receipt of a properly submitted invoice, or sooner, if possible.

B. Authority and County Cooperation. The Parties shall cooperate in the completion of the procurement services such that they are most effectively and efficiently developed.

1) Inspection of Records. In addition to providing the services described in **EXHIBIT A**, complete books and records of the procurement services shall be maintained by the Authority. All such books and records shall be deemed complete if kept in accordance with the Governmental Accounting Standards Board's principles and in accordance with the provisions of the RMA Act. Such books and records shall be available for examination by the duly authorized officers or agents of the County during normal business hours upon request made not less than five (5) business days prior to the date of such examination.

2) Authority Performance Measures. The services being provided pursuant to this Agreement are an extension of the services being provided to the Authority under agreements with contractors or under consulting agreements with third-party professionals.

As such, the Authority shall ensure, through its agreements with such contractors and third-party professionals, that the same performance measures are established and maintained for the performance of the services delivered pursuant to this Agreement as are applicable to work performed by such contractors and third parties on other Authority projects. The Authority shall enforce such measures and standards on the County's and Authority's behalf, and the Authority shall not agree to modify performance measures, as they may relate to the services contemplated herein, without the prior written consent of the County.

C. Authority Reports to the County. The Authority shall furnish periodic information and reports concerning the performance of the Authority's obligations under this Agreement as required by **EXHIBIT A**, including the parties described in Section II(a)4.

D. Responsibilities of the County. The County shall be responsible for the costs incurred for the procurement services, subject to the limitations identified herein. Subject to such limitations, the County shall bear no additional costs associated with this Agreement, unless specifically included in a written amendment approved by the County.

III. PARTY REPRESENTATIVES AND LEGAL NOTICES

A. Party Representatives. The designated representatives authorized to act on behalf of each party hereto, and the addresses to which notices due hereunder should be directed, are as follows, unless and until either party is otherwise notified in writing by the other party:

County:

Director of Planning & Development
800 E. Overland, Suite 200
El Paso, Texas 79901

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

B. Limitations on County Representative. Notwithstanding anything contained herein to the contrary, approval of the initial budget, changes to the funding source(s), actions that increase the budget, and all amendments to this Agreement shall require the action of Commissioners Court.

C. Legal Notices. Any and all notices and communications under this Agreement shall be in writing and mailed by first-class mail, or hand delivered, addressed to the following designated officials:

County:

El Paso County Judge
500 E. San Antonio, Room 301
El Paso, Texas 79901

Authority:

Executive Director
801 Texas Avenue
El Paso, Texas 79901.

IV. TERM AND TERMINATION

Term and Termination. Subject to the following, this Agreement shall be effective as of the date first written above and shall continue in full force and effect through the initial term noted above. Notwithstanding the foregoing, and without limitation on any other remedy identified in the Agreement or available at law or in equity:

A. either party may terminate this Agreement in the event of a material breach of its terms, which may include, but is not limited to, failure to make timely payments of amounts owed and failure of services to be provided in accordance with this Agreement, provided that the party seeking to terminate the Agreement has provided written notice to the other of the alleged default and the default has not been cured within thirty (30) days of receipt of such notice; and

B. the parties may mutually agree to terminate this Agreement.

V. GENERAL AND MISCELLANEOUS

A. Waiver. Neither this Agreement nor any of the terms hereof may be waived or modified orally, but only by an instrument in writing signed by the Party against which the enforcement of the waiver or modification shall be sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation thereof, nor shall any single or partial exercise of any such right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power or remedy.

B. 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.

C. 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 rights or claims 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.

D. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.

E. Venue. For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.

F. Successors and Assigns. This Agreement shall bind and benefit the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party hereto without first obtaining the written consent of the other Party.

G. 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.

H. 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 both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EL PASO COUNTY, TEXAS

**CAMINO REAL REGIONAL
REGIONAL MOBILITY AUTHORITY**

Ricardo A. Samaniego
County Judge

Susan A. Melendez
Chair

ATTEST:

Joe R. Fernandez
Board Secretary

EXHIBIT A SCOPE OF WORK

The Authority, through its forces and its consultants and contractors, will lead a procurement to select up to four (4) design engineering firms for various projects. All efforts will be performed per applicable laws and Local Government Project Procedures (LGPP) requirements. Procurement activities will include:

- Coordination activities with agencies, Consultant Selection Team (CST), and client web master for key document postings
- Kick off meeting with CST
- Preparation of the Request for Qualifications (RFQ), including evaluation criteria
- Preparation and dissemination of required and appropriate advertising methods to the industry regarding the RFQ
- Preparation and posting of answers to questions from the industry
- Management of incoming proposals, including a pass/fail test and dissemination to the CST
- Facilitation of the CST evaluation meeting
- Preparation of final scoring reports
- Selection of up to four (4) design engineering firms for use on future design projects
- Administration of files and procurement close out process, including retention of procurement records

[END OF EXHIBIT]