

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, El Paso County (County) is a political subdivision of the State of Texas that operates the El Paso County Transit service within its jurisdiction;

WHEREAS, the County and the CRRMA have entered into various interlocal agreements whereby the CRRMA provides support to the County for the development of its transportation programs and initiatives; and

WHEREAS, the County now requests the CRRMA to assist in the procurement and installation of bus shelters in El Paso County to support the placement of El Paso County Transit operations.

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

THAT the CRRMA hereby authorizes its Chair to execute an Interlocal Agreement with El Paso County for the design and procurement of bus shelters to support El Paso County Transit routes.

PASSED AND APPROVED THIS 8TH DAY OF JANUARY 2020.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Joyce A. Wilson, Chair

ATTEST:

Joe R. Fernandez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

**INTERLOCAL AGREEMENT
PROCUREMENT & PLACEMENT OF BUS SHELTERS**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of the 16th day of December, 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, Section 370.033 of the RMA Act permits the CRRMA to enter into an agreement under which the CRRMA may acquire, plan, design, construct, maintain, repair, or operate a transportation project on behalf of another governmental entity if the transportation project is located in the CRRMA's areas of jurisdiction or in a county adjacent to the CRRMA's area of jurisdiction; and

WHEREAS, the County requests the Authority to procure and install certain bus shelters in El Paso County to support existing and future El Paso County Transit services; and

WHEREAS, the Parties now desire to enter into this Agreement to allow for the Authority to complete the procurement and installation services requested by the County.

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 and Installation of Bus Shelters. Subject to and in accordance with the terms of this Agreement, the Authority and its consultants shall take all actions necessary to procure bus shelters on an as-needed basis.

1) Scope of Work. Specific elements of the procurement and installation services and the responsible party for such elements to be pursued through this Agreement are set forth in **EXHIBIT A** and **EXHIBIT B** of this Agreement.

2) Budget. The budget to be provided by the County for the Authority's completion of the requested services is a not to exceed amount identified within **EXHIBIT C** of this Agreement. 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, absent the written agreement of the Parties. In the event the County identifies additional funds for the installation of additional bus shelters in the future, the Parties shall amend this Agreement accordingly.

3) Invoicing and Payment. The Authority will invoice the County monthly, based on work performed, but will include the County's 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 and installation 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 B**.

D. Responsibilities of the County. The County shall be responsible for the costs incurred for the procurement and installation 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.

E. Limitations on Services. Notwithstanding anything herein to the contrary, the Authority shall not be obligated to pursue or complete the procurement or installation services if the funds available from the County together with other lawfully available and designated funds are insufficient to pay all costs associated with such services and the County fails to provide additional funding to cover the amount of any such deficiency.

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

With a Copy to:

El Paso County Attorney
500 E. San Antonio, Ste. 503
El Paso Texas 79901.

IV.

TERM AND TERMINATION

Term and Termination. This Agreement shall be effective as of the date first written above and shall continue in full force and effect for a period of three years. 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.

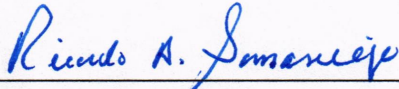
G. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular 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



Ricardo A. Samaniego
County Judge

**CAMINO REAL REGIONAL
REGIONAL MOBILITY AUTHORITY**

Joyce A. Wilson
Chair

Approved as to form only
Kevin McCary
Assistant County Attorney

ATTEST:

Joe R. Fernandez
Board Secretary

EXHIBIT A

COUNTY TRANSIT BUS SHELTERS PROJECT DESCRIPTION

The proposed work consists of those activities required of the Authority to procure and install the number of bus shelters permitted by the project budget in locations identified by the County. Such activities shall include those services reasonably expected to be utilized in the installation of bus shelters, including by way of example but in no way limitation, procurement of bus shelter providers and engineering services necessary for the placement of pads to support the shelters. The aesthetic and functional aspects of the bus shelters shall be developed in coordination with the County Representative but shall be limited by the project budget identified in **EXHIBIT C** of this Agreement.

While the scope and budget of this Agreement are fixed and intended to address the number and location of shelters identified above, the Parties recognize that the County desires to install additional bus shelters in the future. Accordingly, the Parties agree that in the event additional funds become available to the County, the Parties may amend this Agreement to increase the number of bus shelters to be placed by the CRRMA; provided, however, that any such amendment(s) shall comply with the requirements of this Agreement.

[END OF EXHIBIT]

EXHIBIT B

COUNTY TRANSIT BUS SHELTERS PARTY RESPONSIBILITIES

- 1. PLANNING: County**
- 2. DESIGN: Authority**
- 3. ENVIRONMENTAL PERMITTING: N/A**
- 4. RIGHT-OF-WAY ACQUISITION: County**
- 5. CONSTRUCTION LETTING: Authority**
- 6. CONSTRUCTION: Authority**
- 7. FINANCIAL OBLIGATIONS: County**
- 8. REPORTING: Authority**
- 9. PERFORMANCE STANDARDS: County**
- 10. MARKETING AND PUBLIC OUTREACH: County**
- 11. UTILITY RELOCATION: To be determined**
- 12. PROCUREMENT: Authority**
- 13. OTHER: N/A**

[END OF EXHIBIT]

EXHIBIT C

COUNTY TRANSIT BUS SHELTERS PROJECT BUDGET

DESCRIPTION	CRRMA PAYS WITH COUNTY FUNDS
LAND	\$ 0.00
UTILITY RELOCATION	\$ 0.00
PERMITS & SERVICES	\$ 0.00
PROCUREMENT, DESIGN & INSTALLATION	\$ 332,920.00
MISCELLANEOUS	\$ 0.00
TOTAL	\$ 332,920.00

[END OF EXHIBIT]