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County of El Paso Agenda Item Details

Item Title:	MPO / International Border Crossing Study / VRF Match / ILA (2024-0635)
Submitted By:	Michael McElroy, Director
Department:	Planning and Development
Department Phone Number:	915-273-3330
Subject:	Approve and authorize the County Judge to sign the Interlocal Agreement Project Development Agreement for the International Border Crossing Strategic Plan Non-Federal Match with the Camino Real Regional Mobility Authority for local match participation for the production of an international border crossing strategic plan in the amount of \$90,000. (Contract No. 2024-0635)
Background:	<p>The Federal Highway Administration has approved a total estimated cost of \$2,107,000.00 for the completion of the plan with a local participation cost of \$403,000. The MPO has sought out local partners to complete the match. The County is participating with \$135,000, of which \$90,000 is proposed from Vehicle Registration Fees (VRF). The plan will recommend improvements to make the regional international border crossing (IBC) system more efficient, safer for pedestrians and vehicles, and better suited to addressing the needs of the growing Borderplex region. In parallel to improving efficiency and safety in the cross-border movement of people, vehicles and goods, there are equally important concerns about improving the air quality of the region. In order to evaluate current conditions and future alternative scenarios of the system, performance metrics will be identified to evaluate safety conditions throughout the system, such as incidents resulting in fatalities or serious injuries, as well as for measuring travel performance, such as vehicle miles of travel, delay, level of service, etc. Specific to safety, the study will collect historical data to identify locations with high incidence of serious accidents and incorporate safety enhancing features to the improvements being proposed at IBCs and connecting highways.</p>

Fiscal Impact:

Fiscal Impact Historical

N/A

Fiscal Impact Projected

\$90,000 – Vehicle Registration Fees

Long Account Number: Amount:

Long Account Number: n/a

Amount: \$90,000.00

Budget or Unbudgeted Match:

Recommendation:

Approve and authorize the County Judge to sign the Interlocal Agreement Project Development Agreement for the International Border Crossing Strategic Plan Non-Federal Match with the Camino Real Regional Mobility Authority for local match participation for the production of an international border crossing strategic plan in the amount of \$90,000. (Contract No. 2024-0635)

Prior Action:

7-29-24, Item R: Court approved \$90,000 in Vehicle Registration Fees (VRF) for this effort. This ILA is to effectuate that contribution through the Camino Real Regional Mobility Authority.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

**INTERLOCAL AGREEMENT
PROJECT DEVELOPMENT AGREEMENT FOR THE
INTERNATIONAL BORDER CROSSING STRATEGIC PLAN
NON-FEDERAL MATCH**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into effective as of the _____ day of _____ 2024, 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 Authority to enter into an agreement under which the Authority 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 Authority’s area of jurisdiction or in a county adjacent to the Authority’s area of jurisdiction; and

WHEREAS, the County has agreed to authorize the Authority to provide certain funding from the County’s vehicle registration fee program, as administered by the Authority, to the El Paso Metropolitan Planning Organization (the “EPMPO”) to contribute to the non-federal match requirements of the International Border Crossing Strategic Plan (“Project”), which is a federally-funded project, and the County would like the Authority to provide such funding and other support as requested and as more fully defined in this Agreement, noting that such activities will be located in El Paso County which is within or adjacent to the Authority’s area of jurisdiction; and

WHEREAS, the County and Authority now desire to enter into this Agreement to allow for the Authority to provide the services requested by the County for the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS

A. 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 when approved by both Parties.

B. Overview of the Project. The EPMPO has requested financial assistance from the County for a portion of the local funding match necessary for the Project grant and the County desires the Authority to provide such funding from the County's vehicle registration fee program. The Authority may also provide additional support to the EPMPO for the work anticipated herein, as may be requested. The Project is more fully defined in **EXHIBIT A** to this Agreement. The Project responsibilities of each Party and Project budget are more fully enumerated within **EXHIBIT B** and **EXHIBIT C** of this Agreement.

II. DUTIES AND RESPONSIBILITIES OF THE AUTHORITY

A. Project Services. Subject to the terms of this Agreement, the Authority agrees and is hereby authorized to use funding from the County, or such other lawfully available funds designated from time to time, to provide all or a portion of the funding necessary for the development of the Project identified in **EXHIBIT A**.

1. Timeline for Commencement and Completion of Work. Commencement of work on the Project shall begin when the funds are provided to the EPMPO. Project-related services, including any applicable phasing of such work, will be completed in accordance with the schedule developed between the County and the EPMPO.

2. Scope of Work. Specific elements of the work required for the Project and the responsible party for the performance of such work are set forth in **EXHIBIT B** to this Agreement. Such services will be provided by the appropriate party within the jointly developed schedule referenced in subparagraph II.A.1. above.

3. Project Budget. The initial budget for the Project is set forth in **EXHIBIT C** to this Agreement ("Project Budget"). The budget identified within **EXHIBIT C** includes administrative costs related to the Project. Costs not actually incurred will be refunded or credited back to the County's vehicle registration fee program administered by the Authority. The Parties will work together to attempt to minimize the actual costs as reflected in the Project Budget, and in no event shall the cash disbursements by the Authority exceed such Project Budget, absent the written agreement of the Parties. The budget identified in **EXHIBIT C** only describes the County's contribution to the non-federal match requirement of the grant program.

B. Authority and County Cooperation. The Parties shall cooperate in the development of the Project such that the Project is most effectively and efficiently developed.

1. Inspections. The County and its authorized representatives may observe or inspect all work done and materials furnished by the EPMPO to the Authority for the Project at reasonable times and places. If either Party believes such Project is not being developed as originally contemplated, the Parties' designated representatives shall meet with the EPMPO to discuss appropriate actions to ensure that any defects in the Project or deviations are remedied.

2. Budget Overruns. In the event the costs of the Project funded in whole or in part from County funds exceed, or due to a change in circumstances during development of such Project are expected to exceed, the amount specified in the Project Budget and other lawfully available and designated funds, the Parties and the EPMPO, through their respective designated representatives, will work together to identify the additional funding necessary for the Project. In the event additional funds cannot be identified to address such increased costs, the Parties shall work together to amend the scope of the Project to fit within the available funds or to otherwise address the Project funding shortfall.

3. Final Acceptance. The Authority shall request the EPMPO to notify the County in writing upon Final Acceptance of the Project or a portion of the Project. Unless otherwise agreed by the Authority, the Authority shall have no further obligation with respect to such work after Final Acceptance.

C. Reports to the County. The Authority shall request of the EPMPO to furnish, at such times and in such form as the County may reasonably request, periodic information concerning the status of the Project and the performance of the obligations under this Agreement. The Authority shall require that the EPMPO, at the request of the County, provide quarterly updates to the Commissioners Court regarding the status of the project and major timelines or achievements associated with the grant-funded scope of work.

D. Accounting. The Authority shall use diligence to ensure that each distribution of Project funds is for proper and documented expenditures. Complete books and records shall be maintained by the Authority of disbursements for payments required in this Agreement. 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. In addition, the Authority shall coordinate with the County's Auditor's Office to provide information and documentation necessary for the County to complete its annual books, records and reports for each fiscal year ending September 30th during which: (1) Project funds are/were distributed for the Project; (2) Project warranties are/were in effect; and/or (3) Project claims are/were outstanding.

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

III. DUTIES AND OBLIGATIONS OF THE COUNTY

A. Project Responsibilities of the County. The County shall be responsible for the costs of those responsibilities as enumerated within **EXHIBIT B** to this Agreement. The County authorizes the Authority to transfer funding to the EPMPO via a separate agreement. Once those responsibilities or deliverables have been completed, the County shall bear no additional costs for completion of the Project, unless specifically included in the Project Budget or in a written amendment of this Agreement approved by the County.

B. Financial Obligations of the County. Except for delivery of the funds enumerated herein, the County shall have no financial obligation to make any payment, in whole or in part, on behalf of the Authority, unless specifically provided in accordance with the terms of this Agreement, its exhibits or amendments.

C. Disclosure of Information. The County covenants and agrees that it shall cooperate with the Authority to ensure the timely completion of the Project within specified and agreed upon budgets and shall promptly provide the Authority with such information or support as may be necessary for the Authority to satisfy its obligations under this Agreement.

IV. 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:

County:

Director of Planning & Development
800 E. Overland, Room 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 Project Budget, changes to the funding source(s), change orders that increase the Project 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 copies to:

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

**V.
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 until the completion of the services to be provided. 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.

**VI.
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.

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

EL PASO COUNTY, TEXAS

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

Ricardo Samaniego
County Judge

Joyce A. Wilson
Chair

ATTEST:

Monica L. Perez
Board Secretary

EXHIBIT A

INTERNATIONAL BORDER CROSSING STRATEGIC PLAN PROJECT DESCRIPTION

The EPMPO is pursuing the development of the Project in partnership with regional agencies and stakeholders, to analyze current conditions and operations of the six international bridge crossings (IBCs) within the EPMPO planning area. The Project will recommend improvements to make the regional system more efficient, safer for pedestrians and vehicles, and better suited to address the needs of the growing Borderplex region. In parallel to improving efficiency and safety in the cross-border movement of people, vehicles and goods, there are equally important concerns about improving the air quality of the region. Vehicles emit pollutants as they travel to and from the IBCs as well as when they are idle waiting in queue to reach the international inspection facilities.

The EPMPO sought and has received notice of approval of its request for grant funding for the development of the Project in the total amount of \$2,107,000.00, which includes a local match of \$403,000.00. The County has agreed to provide \$90,000.00 of this local match from the County's VRF program. The VRF program is managed by the CRRMA on behalf of the County. Accordingly, the CRRMA will provide VRF funding to the EPMPO in the amount of \$90,000.00 for use as a portion of the required local match for the development of the Project. In addition, but only upon request by the EPMPO, the CRRMA may provide technical support to the EPMPO for the completion of the Project.

The Parties recognize that the completion of the Project for the region will result in benefits to the entire region and is therefore in the best interest of all parties and the residents of the County for the completion of such Project.

[END OF EXHIBIT]

EXHIBIT B

INTERNATIONAL BORDER CROSSING STRATEGIC PLAN PROJECT RESPONSIBILITIES

- 1. FEASIBILITY STUDY: N/A**
- 2. PLANNING: EPMPO**
- 3. DESIGN: N/A**
- 4. ENVIRONMENTAL PERMITTING: N/A**
- 5. RIGHT-OF-WAY ACQUISITION: N/A**
- 6. CONSTRUCTION LETTING: N/A**
- 7. CONSTRUCTION: N/A**
- 8. FINANCIAL OBLIGATIONS: County VRF funds**
- 9. REPORTING: N/A**
- 10. PERFORMANCE STANDARDS: N/A**
- 11. MARKETING AND PUBLIC OUTREACH: N/A**
- 12. UTILITY RELOCATION: N/A**
- 13. OTHERS: N/A**

[END OF EXHIBIT]

EXHIBIT C

INTERNATIONAL BORDER CROSSING STRATEGIC PLAN PROJECT BUDGET

DESCRIPTION	TOTAL ESTIMATED PROJECT COST	AUTHORITY PAYS WITH COUNTY VRF FUNDS	OTHER SOURCES (FEDERAL)
ROW	\$ 0.00	\$ 0.00	\$ 0.00
UTILITY RELOCATION	\$ 0.00	\$ 0.00	\$ 0.00
PLANNING	\$90,000.00	\$ 90,000.00	\$ 0.00
DESIGN	\$ 0.00	\$ 0.00	\$ 0.00
CONSTRUCTION	\$ 0.00	\$ 0.00	\$ 0.00
MISCELLANEOUS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 90,000.00	\$ 90,000.00	\$ 0.00

NOTES:

1. The table above identifies anticipated uses by the Authority of available funds by category. However, the Authority is not limited in its use of funds by such categories and is expressly authorized to utilize funds from any category in the development of the Project, as needed; provided that the Authority coordinates all such uses with the County.
2. The authority granted by the County for the Authority's use of VRF funds anticipates the use of the 2014 or 2017 VRF bond proceeds. However, the CRRMA is also permitted to utilize associated General Funds, as necessary.

[END OF EXHIBIT]