

<b>STATE OF TEXAS</b>	§	
	§	<b>MASTER INTERLOCAL</b>
	§	<b>COOPERATION AGREEMENT</b>
<b>COUNTY OF BRAZOS</b>	§	

This Master Interlocal Cooperation Agreement (“Master Agreement”) is effective this 11th day of November, 2025, by and between the **CITY OF EL PASO**, (the “City”), a municipal corporation organized and existing under the laws of the State of Texas, and the **TEXAS A&M TRANSPORTATION INSTITUTE** (“TTI”), an agency of the State of Texas and a part of the Texas A&M University System, pursuant to the Interlocal Cooperation Act, TEX. GOV. CODE ANN. §791.001, et seq., to-wit:

**WHEREAS**, TTI is a state agency that provides transportation studies, research, evaluations and other services related to transportation throughout the State of Texas; and,

**WHEREAS**, Chapter 791 of the Texas Government Code provides that any one or more public entities may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

**WHEREAS**, the City requires various transportation studies, research, evaluations, and services related to transportation, which may be provided by TTI and the parties therefore find it in the best interest of each party to enter into an agreement whereby TTI may provide various transportation related studies to the City on an as-needed basis.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the City and TTI agree as follows:

### **I. FINDINGS**

The City and TTI agree that the foregoing recitals are incorporated herein for all purposes. Both parties have authorized and approved this Master Agreement by resolution or order adopted by their respective governing bodies and agree that this Master Agreement will be in full force and effect when approved by both parties.

### **II. STATEMENT OF SERVICES TO BE PERFORMED**

TTI shall provide various transportation studies, research, evaluations, and such other transportation related services as the parties may agree from time to time on a task-by-task basis through the use of task orders, referencing this Master Agreement, executed by both parties. The scope of each task shall be clearly defined within each separate task order, to include the scope of work requested and the compensation due for such task.

### **III. TERM AND EARLY TERMINATION**

**A. Term.** This Master Agreement shall become effective on November 11, 2025 and shall remain in effect for a term of five years (“Term”). The Term of this Master Agreement may be

extended by the written approval of both parties.

**B. Early Termination.** Either party may terminate this Master Agreement before the expiration of the Term, with or without cause, upon thirty (30) days written notice to the other party.

### **III. PAYMENT FOR SERVICES**

The parties further agree and understand that all fees and compensation to TTI as contemplated herein shall only become due and payable upon the execution of a separate task order whereby specific tasks are requested for specific compensation. The fees to be charged for tasks provided by TTI shall be as set forth in a separate task order referencing this Master Agreement and shall be pursuant to the rates set forth in the schedule attached hereto as Exhibit “A”, with the understanding that the rates are for comparison purposes. Because TTI is a State Agency and part of a university system, it is agreed that labor and other charges shall be proposed, accumulated and billed in accordance with OMB Uniform Guidance 2 CFR 200. No services are being requested through this Master Agreement, nor shall any indebtedness accrue through the mere execution of this Master Agreement.

The payment guidelines for each requested task shall be clearly enumerated within a separate task order identifying such task. Such guidelines shall include, but not be limited to, the total amount of compensation due by the City for the requested services, the milestones by which such payment shall be made, if any, and the not to exceed amount for such services. Pursuant to Section 791.011 (d) (3) of the Texas Government Code, all payments made by the City pursuant to this Master Agreement shall be made from current revenues available to the City.

TTI agrees that at no time will it make a claim against the City for more than the total compensation related to work authorized by the City under task orders issued under this Master Agreement. TTI further agrees to bill the respective City department, identified in the task order, which has direct oversight of the specific task being performed under the terms of this Master Agreement.

### **IV. DISPUTES**

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. City must submit written notice of a claim of breach of contract to the Director of Risk and Compliance of TTI, who will examine the City’s claim and any counterclaim and negotiate with City in an effort to resolve the claim. If the parties are unable to resolve any claim within 30 days, then the parties may initiate legal proceedings in any court of competent jurisdiction.

TTI is an agency of the State of Texas and nothing in this Agreement waives or relinquishes TTI’s right to claim any exemptions, privileges, and immunities as may be provided by law. The City is a political subdivision of the State of Texas and nothing in this Agreement waives or relinquishes City’s right to claim any exemptions, privileges, immunities as may be provided by law.

Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TTI shall be in the county in which the primary office of the chief executive officer of TTI is located. Venue for any sue filed against the City shall be in El Paso, El Paso County, Texas.

## V. FEDERAL PROVISIONS

**A. Compliance with Applicable Laws - Federal Funding Requirements.** TTI, at TTI's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Master Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or TTI with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Copies of grant assurances will be made available to TTI. However, provided copies shall in no way be a limitation on the TTI's obligation to comply with any Federal agency, the applicable laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

**B. Contract Assurance.** TTI shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by TTI to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**C. Termination for Cancellation of Grant.** Should this Master Agreement be terminated as a result of cancellation of federal funds covering this Project, the City shall promptly notify TTI of the cancellation by thirty (30) days written notice, whereupon TTI shall immediately, on receipt of the notification, cease and desist from performing any other work or services hereunder. In such an event, TTI will be paid for professional services performed to such date, including any non-cancellable encumbrances incurred prior to notice of termination, upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

## VI. GENERAL PROVISIONS

**C. Term and Termination.** This Master Agreement shall be effective as of November 11, 2025, the date written above, and shall continue in force and effect for five (5) years unless either party terminates this Master Agreement. The term of this Master Agreement may be extended by the written approval of both parties. This Master Agreement may be terminated upon thirty (30) days written notice by either party.

**B. Other Services.** Nothing in this Master Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party 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 Master Agreement or in a separate written instrument executed by both parties.

**C. Governmental Immunity.** Nothing in this Master Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party 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.

**D. Independent Contractors.** Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. Neither party shall be subject to any obligations or liabilities of the other as may be incurred in the performance of this Master Agreement unless expressly authorized herein. TTI included fringe benefits in the rates identified in the schedule attached as Exhibit "A" for task order work, and the City will provide no additional fringe benefits to TTI or its employees

**E. Amendments and Modifications.** This Master Agreement may not be amended or modified except in writing executed by both parties to this Master Agreement as authorized by their respective governing bodies.

**F. Severability.** If any provision of this Master 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 Master Agreement shall 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 Master Agreement is determined to be invalid or unenforceable, it is their intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, give effect to the intent of this Master Agreement and be deemed to be validated and enforceable.

**G. Legal Construction.** Where the context of the Master Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Both parties have had the ability for counsel of their choice to review this Master Agreement. This Master Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Master Agreement or any particular provisions thereof.

**H. Notices.** All notices provided pursuant to this Master Agreement shall be hand delivered, or mailed, certified, return receipt requested, to the respective parties at the respective addresses show below, unless and until either party is otherwise notified in writing by the other party:

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

TTI: Texas A&M University Sponsored Research Services  
400 Harvey Mitchell Parkway South, Suite 300  
College Station, Texas 77845-4375

**I. Assignment.** Neither party may assign its rights or obligations under this Master Agreement without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph and shall be deemed an event of default, which may result in termination.

**J. Entire Agreement.** This Master Agreement contains all of the agreements of the parties hereto, and no verbal or written agreement shall have any force or effect if not contained herein. This Master Agreement may not be amended unless reduced to writing and executed by authorized representatives of both parties hereto.

**K. Discrimination.**

- A. **Discrimination Prohibited:** No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any programs or activity funded in whole or in part with funds made available to TTI pursuant to the terms of this Master Agreement, or any written amendment hereto.
- B. **Specific Discriminatory Actions Prohibited:** TTI may not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex, national origin, age or disability, or having the effect of defeating or substantially impairing accomplishments of the objectives of the programs funded pursuant to this Master Agreement or any written amendment hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

**L. No Indemnification.** The parties agree that neither party will have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages arising from this Agreement.

(Signatures begin on the following pages)

**IN WITNESS WHEREOF**, the parties have executed this Master Agreement to be effective on the date and year first above written.

**THE CITY OF EL PASO:**

By: \_\_\_\_\_  
Dionne L. Mack  
City Manager

**APPROVED AS TO FORM:**

By: Roberta Brito  
Roberta Brito  
Senior City Attorney

**APPROVED AS TO CONTENT:**

By: Joaquín Rodríguez  
Joaquín Rodríguez  
Director of CID Grant Funded Programs

**TEXAS A&M TRANSPORTATION  
INSTITUTE ("TTI")**

Signed by: \_\_\_\_\_ 5/16/2025  
By: Gregory D. Winfree  
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Gregory D. Winfree  
Agency Director TA

LK

**EXHIBIT “A”**

<b>TTI Estimated Fully Loaded Hourly Rate Breakdown</b> <i>City of El Paso</i>								
Staff Name	Title	FY25 Base Hourly Rate	Escalation*	Fringe: Staff 18.90%	Medical: Staff/month** \$1,104	Computer Ops: staff month** \$225	F&A 52.50%	Fully Loaded Hourly Rate
Rafael Aldrete	Senior Research Scientist	146.01	17.08	30.82	6.34	1.29	105.13	306.67
Jeff Shelton	Senior Research Scientist	121.08	14.17	25.56	6.34	1.29	87.75	256.19
Swapnil Samant	Research Scientist	119.85	14.02	25.30	6.34	1.29	86.89	253.69
Alejandro Berlanga	Software Engineer II	49.43	5.78	10.43	6.34	1.29	37.79	111.06
Okan Gurbuz	Associate Research Scientist	67.21	7.86	14.19	6.34	1.29	50.19	147.08
Erik Vargas	Assistant Research Scientist	49.00	5.73	10.34	6.34	1.29	37.49	110.19
Alfredo Sanchez	Associate Research Engineer	63.34	7.41	13.37	6.34	1.29	47.49	139.24
Alfredo Guzman	Research Engineering Associate II	31.91	3.73	6.74	6.34	1.29	25.58	75.59
Madhusudhan Venugopal	Senior Research Engineer	113.33	13.26	23.93	6.34	1.29	82.35	240.50
Rodolfo Souza	Assistant Research Scientist	49.48	5.79	10.45	6.34	1.29	37.83	111.18
Joe Zietsman	Deputy Director, Agency	169.11	19.79	35.70	6.34	1.29	121.24	353.47
Tara Ramani	Research Engineer	118.85	13.91	25.09	6.34	1.29	86.20	251.68
David Galicia	Associate Research Scientist	73.56	8.61	15.53	6.34	1.29	54.62	159.95
Eric Nava	Associate Research Scientist	74.27	8.69	15.68	6.34	1.29	55.11	161.38

\* Provision for estimated salary escalation per year. Rate is average for 60 month agreement.

\*\* 1 Staff month = 174 hours

\*\*\*\* TTI is an institute of higher learning, part of The Texas A&M University System, and an agency of the State of Texas. The Texas A&M University System and TTI are bound by the cost principles established in the OMB Uniform Guidance 2 CFR 200. These cost principles require TTI to represent our costs consistently – from proposal to reporting to billing. Although for a sponsor's convenience TTI can provide fully-loaded hourly rates, the Texas A&M University System uses percent of effort to estimate, accumulate, report, and bill effort.