

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: July 30th, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-268-5148

DISTRICT(S) AFFECTED: Citywide

STRATEGIC GOAL: Goal 7 – Enhance and Sustain El Paso’s Infrastructure Network

SUBJECT:

A resolution that the Mayor is authorized to sign an interlocal agreement by and between the City of El Paso (“City”) and the El Paso Metropolitan Planning Organization (“EPMPO”) whereby the City shall pay an amount not to exceed \$150,000.00 towards the EPMPO’s local participation costs of an International Border Crossings System-wide Analysis (“Project”) as adopted in the EPMPO “Regional Mobility Strategy 2050 Metropolitan Transportation Plan” and “Regional Mobility Strategy FY2023-2026 Transportation Improvement Program”

BACKGROUND / DISCUSSION:

On January 20, 2023, the EPMPO Transportation Policy Board (the “TPB”) unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP to program the International Border Crossings System-wide Improvements Analysis using \$2,000,000.00 of CAT 7 STP MM funds. The Federal Highway Administration has approved a total estimated cost of \$2,107,000.00 for the completion of the analysis with the following cost allocation (1) Federal Participation Costs - \$1,612,000.00, (2) State Participation Costs - \$92,000.00, and (3) Local Participation Costs - \$403,000.00. The City will contribute up to a maximum of \$150,000.00 towards the Local Participation Costs with the remainder coming from other MPO agencies.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$150,000 from TED Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: CID

SECONDARY DEPARTMENT:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



Joaquin Rodriguez, AICP, Director
Grant Funded Programs

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor is authorized to sign an Interlocal Agreement by and between the City of El Paso (“City”) and the El Paso Metropolitan Planning Organization (“EPMPO”) whereby the City shall pay an amount not to exceed \$150,000.00 towards the EPMPO’s local participation costs of an International Border Crossings System-wide Analysis (“Project”) as adopted in the EPMPO “Regional Mobility Strategy 2050 Metropolitan Transportation Plan” and “Regional Mobility Strategy FY2023-2026 Transportation Improvement Program”, designed to identify and develop a regional crossings system that is more efficient and better suited to meet the needs of the City of El Paso and the region. The total cost of the Project is \$2,107,000.00, with allocations of federal, state, and local participation costs.

APPROVED this _____ day of _____, 2024.

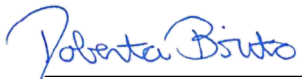
THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez
CID Grant Funded Programs Director

EL PASO COUNTY)
)
STATE OF TEXAS) **INTERLOCAL AGREEMENT**
International Border Crossing System-Wide Analysis

This Interlocal Agreement (“Agreement”) is made and entered into by and between the El Paso Metropolitan Planning Organization (the “EPMPO”), a political subdivision of the State of Texas, and the City of El Paso, Texas (the “City”), a political subdivision of the State of Texas, and collectively referred to as the “Parties,” or each individually referred to as a “Party.”

RECITALS:

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 EPMPO is the metropolitan planning organization for El Paso County, Texas, southern Doña Ana County, New Mexico, and a portion of Otero County, New Mexico; and

WHEREAS, on January 20, 2023, the EPMPO Transportation Policy Board (the “TPB”) unanimously approved amending the RMS 2050 MTP and RMS 2023-2026 TIP to program the International Border Crossings System-wide Improvements Analysis using \$2,000,000.00 of CAT 7 STP MM funds (the “Plan”); and

WHEREAS, the Federal Highway Administration has approved a total estimated cost of \$2,107,000.00 for the completion of the Plan with the following cost allocation (1) **Federal Participation Costs** - \$1,612,000.00, (2) **State Participation Costs** - \$92,000.00, and (3) **Local Participation Costs** - \$403,000.00; and

WHEREAS, the Plan will provide recommendations on improvements to the international border crossing system in an effort to create a more efficient system that is better suited to meet the needs of the El Paso region; and

WHEREAS, the Texas Department of Transportation (“TxDOT”) has authorized an Advance Funding Agreement between TxDOT and EPMPO to provide funding for the completion of the Plan as reflected in **Attachment A** (the Scope of Work) and **Attachment B** (the Budget Estimate), and which requires that EPMPO secure funding for the Local Participation Costs of \$403,000.00; and

WHEREAS, the City agrees to contribute an amount not to exceed \$150,000.00 towards the Local Participation Costs of \$403,000.00 for work completed by EPMPO towards completion of the Plan.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises, covenants, and other good and valuable consideration exchanged between the Parties, the Parties hereby agree as follows:

1. RECITALS; ATTACHMENTS. The Recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. The Attachments A and B are true and correct and are hereby expressly incorporated herein by reference as if set forth fully below.

2. RESPONSIBILITIES OF THE EPMPO.

- a. The EPMPO shall submit quarterly invoices to the City in a form and style agreed upon by the Parties to access the local match funds, and will apply those funds towards the payment of invoices for services provided in furtherance of performing and completing the Plan.
- b. Perform the work described in the Scope of Services, Attachment A to this Agreement.
- c. Perform the work in accordance with the Project Budget Estimate, Attachment B to this Agreement.
- d. Submit status reports supporting milestones completed as completion of the Plan progresses.
- e. Upon receiving reasonable requests, the EPMPO shall (1) furnish, at such times and in such form as may be requested, periodic information concerning the status of the Plan and the performance of the obligations under this Agreement, and (2) if feasible, authorize the inspection of work done and materials created for the Plan, at reasonable times and places. If the City believes the Project is not being developed as originally contemplated, the City’s designated representatives shall meet with the EPMPO to discuss appropriate actions to ensure any defects in the Plan or deviations are remedied.
- f. Provide an electronic copy of the final approved Plan to the City.

3. RESPONSIBILITIES OF THE CITY.

- a. The City shall review all properly submitted invoices from the EPMPO and provide payment within a reasonable period to the EPMPO based on said invoices.
- b. In no event shall the amount that the City pays to the EPMPO exceed \$150,000.00.
- c. Funds provided by the City under this Agreement shall be used only for the work performed pursuant to Scope of Services, Attachment A to this Agreement.

4. TERM. The term of this Agreement will begin upon the execution of this Agreement by both Parties (the “Effective Date”) and will remain in effect until the completion of the Project on or before May 31, 2026. This Agreement shall automatically terminate on May

31, 2026, unless the Parties renew or extend it via a separate written instrument mutually agreed upon by the Parties.

5. TERMINATION.

- a. Termination for Convenience. Either Party may terminate this Agreement without cause after 30 days written notice to the other Party of the intention to terminate this Agreement. The Party providing services under this Agreement will halt all work on behalf of the other Party when the termination notice sent by the terminating Party is received by the non-terminating Party.
- b. Termination for Cause. Either Party may terminate this Agreement if one Party fails to fulfill the obligations set out in this Agreement. Before terminating the Agreement pursuant to this provision, the terminating Party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least 30 calendar days to the non-terminating Party to cure the failure.

6. 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. Each Party must handle any claims resulting from their actions in this Agreement. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.

7. COMPLIANCE WITH LAWS. The Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, as well as the orders and decrees of any courts or administrative bodies in any matter affecting the performance of this Agreement.

8. COST PRINCIPLES. To the extent applicable, the Parties shall comply with the Cost Principles established in 2 CFR 200.

9. PRIVILEGES AND IMMUNITIES. All privileges and immunities from liability, exemptions from laws, ordinances, rules, and other benefits that apply to the activities of officers, agents, or employees of the Parties when performing a governmental function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement.

10. GOVERNMENTAL FUNCTIONS. The Parties expressly agree that in all things relating to this Agreement, the Parties are performing a governmental function as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of either party, which, in any way, pertains to or arises out of this Agreement, falls within the definition of governmental function.

11. GOVERNMENTAL IMMUNITY. The Parties reserve and do not waive their respective rights of sovereign and governmental immunity and similar rights and do not waive their

rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

- 12. APPLICABLE LAW.** Any disputes arising in connection with this Agreement shall be governed and interpreted by the laws of the State of Texas without regard to its conflict of law provisions. Venue shall be in El Paso County, Texas.
- 13. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof, and no amendment, modification, or alteration of the terms shall be binding unless the same is in writing, dated after the date hereof, and duly executed by the Parties.
- 14. INDEPENDENT STATUS:** No Party to this Agreement is an agent, servant, or employee of any other Party and each Party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
- 15. SIGNATORY WARRANTY.** Each signatory warrants that the signatory has the necessary authority to execute this Agreement on behalf of the entity represented.
- 16. CONFIDENTIALITY.** The EPMPO acknowledges that this Agreement is subject to Chapter 552 of the Texas Governmental Code (Texas Public Information Act). The release of the Agreement as a whole or a part must comply with the Texas Public Information Act.
- 17. 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 practical, give effect to the intent of this Agreement and be deemed to be enforceable.
- 18. THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries to this Agreement.
- 19. SECTION 791.011 (d) (3), TEXAS GOVERNMENT CODE.** Pursuant to Section 791.011 (d) (3) of the Texas Government Code, each party paying for the performance of governmental function or services will make those payments from current revenues available to the paying party.

[Signatures on the following page.]

APPROVED this _____ day of _____, 2024.

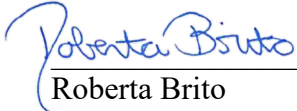
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

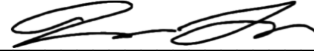
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:




Joaquin Rodriguez
CID Grant Funded Programs Director

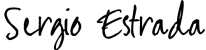
(Signatures Continue on Next Page.)

APPROVED this _____ day of _____, 2024.

EL PASO METROPOLITAN PLANNING ORGANIZATION:

Signed by:
 July 29, 2024
C8A803FA8F884D1...
Eduardo Calvo
Executive Director

APPROVED AS TO FORM:

DocuSigned by:
 July 29, 2024
AFA4C9BF8751458...
Sergio M. Estrada
Kemp Smith LLP
Legal Counsel to EPMPO

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-738	AFA ID	Z00009406	CFDA No.	20.205
AFA CSJs	0924-06-738			CFDA Title	Highway Planning and Construction
District #	24	Code Chart 64#	60797		
Project Name	Int'l Border Crossing System-Wide Analysis			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
SCOPE OF WORK**

Project Goal:

The Local Government will develop a plan that will make recommendations on improvements to the system in an effort to create a Regional International Border Crossing System that is more efficient and better suited to meet the needs of the growing Borderplex region.

Scope of Work:

The Local Government will develop an International Border Crossing (IBC) Strategic Plan that includes three states in two countries that will analyze current conditions and operations of the six international IBCs within the El Paso MPO planning area.

The IBC Strategic Plan will be developed in coordination and participation from stakeholders, the public, and private sectors in Mexico and the United States. The evaluation of the recommended improvements will include an air quality element, which reduces the delays in the cross-border movement of people, vehicles, and goods. To accomplish this, the MPO will utilize new state of the art analytic tools, to include the Border Emissions Estimator for Microsimulation (BEEM), and the International Travel Demand Model (iTDM)

The Strategic Plan will also identify specific improvements to the existing infrastructure and develop these improvements with ample information to carry them out as specific projects.

The Local Government will research the feasibility of establishing a 3-State, bi-national port authority that could serve as the planning and operating entity for all the IBCs in the El Paso MPO region to allow the IBCs to function as a system.

Tasks: The Local Government shall:

1. Data Collection from past and present plans, studies, and reports
2. Stakeholder Outreach and public engagement.
3. Current Conditions Analysis -2024 IBC system
4. Develop and Evaluate Future Scenarios of the Regional IBC System.
5. Identify Specific Infrastructure Improvements to Individual IBCs
6. Identification of local and binational Economic Development Opportunities
7. Research the feasibility of a 3-State, Binational Port Authority

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-738	AFA ID	Z00009406	CFDA No.	20.205
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Deliverables:

Submit Monthly status reports supporting milestones completed as study progresses. Final reports will be submitted at the completion of each task and contain associated data and documentation pertaining to the task completed. Status reports will be submitted electronically at ELP-Contracts@txdot.gov. The LG shall submit monthly invoices, to the state, electronically at ELP-Contracts@txdot.gov.

TxDOT:				Federal Highway Administration:	
CCSJ #	0924-06-738	AFA ID	Z00009406	CFDA No.	20.205
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**ATTACHMENT B
PROJECT BUDGET ESTIMATE**

Costs will be allocated based on applicable Federal/Local funding, until maximum federal funding is reached. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation	State Participation	Local Participation
		Cost	Cost	Cost
Surface Transportation Program (by Local Government)	\$2,000,000.00	\$1,600,000.00	\$0	\$400,000.00
Direct State Costs	\$15,000.00	\$12,000.00	\$0	\$3,000.00
Indirect State Costs	\$92,000.00	\$0	\$92,000.00	\$0
TOTAL	\$2,107,000.00	\$1,612,000.00	\$92,000.00	\$403,000.00

Payment by the Local Government to the State: \$3,000
The final amount of Local Government participation will be based on actual costs.