

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

**DEPARTMENT:** Aviation (El Paso International Airport)

**AGENDA DATE:** February 24, 2015

**CONTACT/PHONE:** Monica Lombrana, Director of Aviation, 780-4793  
Bruce D. Collins, Director of Purchasing and Strategic Sourcing,  
212-1181

**DISTRICT (S)  
AFFECTED:** All

**STRATEGIC GOAL:** Strategic Goal #1 - Create an Environment Conducive to Strong,  
Sustainable Economic Development

**SUBJECT:**

Request that the Director of the Purchasing and Strategic Sourcing Department be authorized to exercise the City's option to extend Contract 2012-143R Air Service Development Consulting Services for the Department of Aviation (Airport) to InterVISTAS Consulting LLC (InterVISTAS) for one (1) additional year pursuant to the provisions of the agreement. The extended term will be from April 11, 2015 to April 10, 2016.

**BACKGROUND / DISCUSSION:**

On February 28, 2012, InterVISTAS was awarded the agreement for Air Service Development Consulting Services through RFP 2012-143R. The Airport is requesting to exercise the option to extend the term of this agreement to allow InterVISTAS to continue performing services on a task by task basis as requested by the Airport.

**PRIOR COUNCIL ACTION:**

RFP 2012-143R awarded to InterVISTAS on February 28, 2012, Agreement executed on April 11, 2012.

**AMOUNT AND SOURCE OF FUNDING:**

62030-521160-3000 Management Consulting Services - Airport Enterprise Funds

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_

Signature

\_\_\_\_\_ Date

**COUNCIL PROJECT FORM  
(CONTRACT EXTENSION)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the CONSENT agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of FEBRUARY 24, 2015.

**STRATEGIC GOAL:** Strategic Goal #1 – Create an Environment Conducive to Strong, Sustainable Economic Development

Request that the Purchasing Director for Purchasing & Strategic Sourcing be authorized to exercise the City's option to extend current Contract 2012-143R Air Service Development Consulting Services with InterVistas Consulting LLC for one (1) additional year pursuant to the provisions of an award approved by the City Council on February 28, 2012. The extended contract period will be from April 11, 2015 to April 10, 2016.

Department:	El Paso International Airport (Aviation)
Award to:	InterVistas Consulting LLC
	Washington, DC
Option:	1 of 2
Annual Estimated Amount:	\$100,000.00
Total Estimated Amount:	\$100,000.00 (1 year)
Account No.:	562-521160-62030-3000
Funding Source:	Managing Consulting Services – Airport Enterprise Fund
District(s):	All

This is a Request for Proposal, service contract

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

**MOTION**  
**FEBRUARY 28, 2012**

Motion made, seconded, and unanimously carried to **AWARD** Solicitation No. 2012-143R (Air Service Development Consulting Services) to InterVISTAS Consulting LLC for an initial term estimated award of \$300,000.

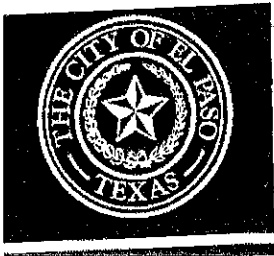
Department:	Aviation (El Paso International Airport)
Award to:	InterVISTAS Consulting LLC
	Bethesda, MD
Items:	All
Initial Term:	3 Years
Option:	2 Years
Annual Estimated Award:	\$100,000
Initial Term Estimated Award:	\$300,000 (3 Years)
Total Estimated Award:	\$500,000 (5 Years)
Account No.:	62620001 - 502115 - 40101
Funding Source:	Airport Enterprise Funds - Management Consulting Services

This is a Request For Proposal, service contract.

Additionally, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents and agreements necessary to effectuate this award.

The Financial Services - Purchasing Division and Aviation (El Paso International Airport) recommend award as indicated to InterVISTAS Consulting LLC, the highest ranked proposer based on evaluation factors established for this procurement.

Richarda Duffy Momsen, City Clerk



## Purchasing & Strategic Sourcing Department

### Seven (7) Factor Option Memo

Mayor  
Oscar Leaser

#### City Council

District 1  
Ann Morgan Lilly

District 2  
Larry Romero

District 3  
Emma Acosta

District 4  
Carl L. Robinson

District 5  
Dr. Michiel R. Noe


District 6  
Claudia Ordaz

District 7  
Lily Limón

District 8  
Courtney C. Niland

City Manager  
Tommy Gonzalez

To: Purchasing & Strategic Sourcing Department  
From: Jeff Schultes  
Subject: Seven (7) Factor Option  
Date: January 28, 2015  
Re: 2012-143R – Air Service Development Consulting Services

  
Authorized Signature

The Department of Aviation recommends authorizing the Option to Extend 2012-143R – Air Service Development Consulting Services with InterVISTAS Consulting LLC for 2 years. Exercising this option would meet the following threshold considerations:

1. *Are funds available for this Option to Extend?*  
Yes
2. *Does the Requirement covered by this option fill an existing need of the City?*  
Yes, to assist the Airport in on-going air service development initiatives.
3. *Is the option price better than the current available market price?*  
Yes. The option price is same as awarded price.
4. *Is the time between the date the contract was awarded and the date the option to extend is exercised so short that the market indicates the option is the lowest price obtainable through competition or the most advantageous offer?*  
Yes
5. *Does the attached Vendor Performance Form show the vendor's performance rating to be "GOOD (7-8)" or better?*  
Yes
6. *Is the vendor currently under debarred status as per System for Award Management (SAM) [www.sam.gov](http://www.sam.gov)?*  
No
7. *Is the proposed vendor indebted to the City for any amount as documented in the City's Indebtedness Verification Form?*  
No

Bruce D. Collins, CPPO

City 1 | 300 N. Campbell Street | El Paso, Texas 79901 | (915) 212-0043

THE STATE OF TEXAS )  
 )  
COUNTY OF ELPASO )

**AGREEMENT FOR  
CONSULTING SERVICES**

This Agreement for Consulting Services (the "Agreement") is made this 11 day of April 2012 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas (the "City"), and InterVISTAS Consulting LLC, a Delaware limited liability company ("Consultant").

**WHEREAS**, the City intends to engage the Consultant to perform various services for the El Paso International Airport ("Airport"), with such services being more fully described in **EXHIBIT "A"**; and

**WHEREAS**, the Consultant has been selected to perform such services as required by the City, and the Consultant was selected through the City's selection procedure, and in accordance with all applicable state and local laws and ordinances;

**NOW, THEREFORE**, for the consideration set forth in this Agreement and its exhibits, the City and Consultant agree as follows:

**ARTICLE I - EXHIBITS**

- 1.1 The exhibits listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

**EXHIBIT "A"** Scope of Services  
**EXHIBIT "B"** Consultant's Hourly Rates

**ARTICLE II - SERVICES**

- 2.1 The City hereby agrees to retain the Consultant and the Consultant agrees to perform various services for the City as a consultant to the Airport on a task-by-task basis. The Services shall consist of those services identified within the Scope of Services as further described in **EXHIBIT "A"**.
- 2.2 The Consultant shall serve as the City's representative in those tasks to which this Agreement applies and shall give consultation and advice to the City during the performance of services.
- 2.3 The City hereby designates the City's Director of Aviation (the "Director"), as the City's representative with respect to the services to be provided by the Consultant pursuant to this Agreement. The Director, or designee, shall have complete authority to transmit instructions, receive information, interpret and define City's policies, and make decisions with respect to the services to be provided by the Consultant pursuant to this Agreement, subject to all applicable laws and ordinances.

- 2.4 The Consultant shall, upon referral of a task by the Airport and to the satisfaction of the Director, diligently perform the services specified in the Task Authorization Form for each task. A General Scope of Services is attached as **EXHIBIT "A"** The Consultant shall not undertake any project for the City or perform any services for the City at the request of any City official or employee without a signed Task Authorization Form. Work performed by the Consultant on matters that are not referred to the Consultant as set forth in this Agreement will be considered unauthorized and non-compensable. The Consultant shall report to the Director any effort made to engage the Consultant's services independently of any Task Authorization Form.
- 2.5 The Task Authorization Form will be prepared by the Consultant upon written request from the Director and will contain: (1) the name and a description of the matter for which the Consultant's services are retained; (2) an explanation of the scope of work; (3) the compensation the City will pay the Consultant for the services requested; and (4) the name of a designated Airport employee(the "Contact Employee"), who will be working with the Consultant and to whom the Consultant will be reporting. In the event the Consultant needs to communicate with someone other than the Contact Employee, the Consultant will contact the Director. The Task Authorization Form is effective upon its execution and return to the Airport.
- 2.6 The Consultant shall provide a current status report on assigned tasks. The status report shall be furnished to the City on a monthly basis and shall be submitted with any monthly invoices. Monthly status reports should be addressed to the Contact Employee and the Director and shall outline all work performed in the preceding month for each Task Authorization Form.

### **ARTICLE III - CONSULTANT FEES**

- 3.1 **PAYMENT TO CONSULTANT.** The City shall pay to the Consultant a total amount not to exceed FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for all services performed pursuant to this Agreement within the initial term and the option period. Under this Agreement, the City will pay for Services at the hourly rate(s) specified in **EXHIBIT "B"** attached hereto and that comply with the requirements for Direct Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support.
- 3.2 **CONSULTANT'S INVOICES.** The Consultant shall bill the City not more often than monthly, through written invoices pursuant to the completion of requested services.
- 3.2.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant or that task, the current invoiced amount and the amount billed to date for that task. In addition to this summary, each invoice shall provide a progress report, which shall describe, at a minimum, the progress of the task to date.

**3.2.2** The City agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the City may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal per task.

**3.2.3** Invoices are to be submitted to the following address:

El Paso International Airport  
P.O. Box 971278  
El Paso, Texas 79997-1278,

or to such other place as designated by written notice to the Consultant by the City.

**3.3 ORDINARY EXPENSES: UNUSUAL AND EXTRAORDINARY EXPENSES.** The Consultant shall furnish, at its sole cost and expense, all requisite office space, utilities, furnishings, equipment, secretarial services, office supplies and services, general administrative support, facsimile transmissions, delivery and courier services, postage, mileage, parking and such other ordinary and routine expenses and services as may be required for the performance of its duties and obligations as specified under this Agreement. Any unusual or extraordinary expenses incurred in connection with its services under this Agreement shall be paid only when written approval by the Director has been obtained prior to the expense being incurred. All expenses shall be properly receipted and documented. All expenses should be identified. The City shall not be billed for "miscellaneous" or "other expenses." Unless otherwise specifically addressed in this Agreement, any expense or expenditure that the City is requested to reimburse shall be billed at the Consultant's actual out-of-pocket cost. Direct Reimbursement is limited to actual charged billed to the Consultant without any additional profit or overhead charge by the Consultant beyond the normal unit cost or hourly rate set forth in the Task Authorization Form.

The Consultant shall demonstrate good judgment when incurring costs that are considered a Direct Reimbursable Expense while conducting business for the City. All Direct Reimbursable Expenses shall be reasonable and prudent. Travel expenses must be approved in advance by the City and must be included in the applicable Task Authorization Form. Costs for market research and passenger and cargo data for any project shall be included in the Task Authorization Form.

**3.4 COSTS NOT ENUMERATED.** Except as specifically set forth in this Agreement and its exhibits, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the City or otherwise paid by the City.

## ARTICLE IV - TERM AND TERMINATION

**4.1 TERM.** The initial term of this Agreement shall commence upon the final execution by the City and shall continue for a period of three (3) years; provided, however, that the City, upon written request of the Director prior to the expiration of the initial term, shall have the option to extend the term of this Agreement for two (2) additional one (1) year periods.

**4.2 TERMINATION.** This Agreement may be terminated as provided herein.

**4.2.1 TERMINATION BY CITY.** It is mutually understood and agreed by the Consultant and the City that the City may terminate this Agreement, in whole or in part for the convenience of the City, upon fourteen (14) consecutive calendar days written notice to the Consultant. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and incurred prior to the City's notice of termination. The City shall compensate the Consultant in accordance with this Agreement; provided, however, that the City may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the City from the Consultant is determined. Nothing contained herein, or elsewhere in this Agreement shall require the City to pay for any services that are not in compliance with the terms of this Agreement and its exhibits.

**4.2.2 TERMINATION BY EITHER PARTY.** It is further understood and agreed by the Consultant and City that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) **a minimum of seven (7) consecutive calendar days to cure such failures;** and c) an opportunity for consultation with the terminating party prior to such termination. However, the City retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of the services required by this Agreement. In the event of termination by the City pursuant to this subsection, the City may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the City from the Consultant is determined.

**4.2.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE.** Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.



## **ARTICLE V - INSURANCE AND INDEMNIFICATION**

**5.1 INSURANCE.** The Consultant shall not commence work under this Agreement until the Consultant has obtained sufficient insurance as required herein, and such insurance has been approved by the City. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

**5.1.1 WORKERS' COMPENSATION INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement: "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

**5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.** The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

### **COMMERCIAL GENERAL LIABILITY**

#### **Personal Injury or Death**

\$500,000.00 for one person or occurrence

\$1,000,000.00 for two or more persons or occurrences

**Property Damage** \$500,000.00 per occurrence

**General Aggregate** \$1,000,000.00

### **AUTOMOBILE LIABILITY**

**Combined Single Limit** \$1,000,000.00 per accident

**5.1.3 CITY AS ADDITIONAL INSURED.** The City shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation Insurance required by this Agreement.

**5.1.4 PROOF OF INSURANCE.** The Consultant shall furnish the Airport with certificates showing the type of insurance coverages, limits on each insurance

policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

**5.1.5 GENERAL INSURANCE NOTICE PROVISION.** All certificates shall also include the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) consecutive calendar days written notice of intent to cancel or materially alter said insurance has been provided to the City of El Paso."

**5.2 INDEMNIFICATION.** CONSULTANT WILL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. WITHOUT MODIFYING THE CONDITIONS OF PRESERVING, ASSERTING OR ENFORCING ANY LEGAL LIABILITY AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY WILL PROMPTLY FORWARD TO THE CONSULTANT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. THE CONSULTANT WILL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS THE CONSULTANT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. THE CONSULTANT WILL PAY ALL JUDGMENTS FINALLY ESTABLISHING LIABILITY OF THE CITY IN ACTIONS DEFENDED BY THE CONSULTANT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY THE CONSULTANT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION WILL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY WILL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO THE CONSULTANT'S PROPERTY FROM ANY CAUSE.

## **ARTICLE VI - FEDERAL PROVISIONS**

**6.1 COMPLIANCE WITH APPLICABLE LAWS-FEDERAL FUNDING REQUIREMENTS.** The Consultant, at the Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this 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 the Consultant 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. Specifically, and not in limitation of the foregoing, the Consultant agrees that to the extent required by any agreement between the City and any Federal agency, the 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 a Task, including but not limited to the Federal Aviation Administration through a Grant Agreement or Cooperative Agreement with the City.

Copies of grant assurances will be made available to the Consultant upon request. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal agency, the 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 the services provided pursuant to this Agreement.

The Consultant or its subconsultant 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, if applicable. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.

- 6.2 TERMINATION FOR CANCELLATION OF GRANT.** Should this Agreement be terminated as a result of cancellation of federal funds covering the services requested by this Agreement, the City shall promptly notify the Consultant of the cancellation by certified mail return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for services performed to such date, upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

## **ARTICLE VII - GENERAL PROVISIONS**

- 7.1 CONTRACT TIME.** The Consultant understands and agrees to provide all services and deliverables requested herein, as expeditiously as is consistent with skill and care, and to use its best efforts to accomplish the same. The Consultant shall timely notify the Director of any delay beyond its control for any project and the Director may extend the time initially agreed upon, in the event of delays which the Director reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound practices.

- 7.2 CONSULTANT'S QUALITY OF WORK.** The City's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its service. This schedule initially agreed upon per task shall include allowances for periods of time required for the City's review, for the performance of the City's consultants, and for approval of submissions by authorities having jurisdiction over the task, if any. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or the City. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances
- 7.3 COPYRIGHT AND REPRODUCTION RIGHTS.** Upon payment of amounts due, all presentations, reports, and other documents prepared by the Consultant for any Task including, without limitation, those in electronic form are the property of the City, who shall be vested with all common law and statutory rights. All deliverables shall be in the form of published and/or electronic presentations, basic research, written opinions, verbal opinions, or other formats approved by the Director. All printed deliverables must be provided in an electronic format approved by the Director. All materials purchased on behalf of the City, including market research and passenger and cargo data, shall be the sole property of the City and shall be maintained in a form immediately accessible to the Airport upon request. All materials produced for and provided to the Airport are the sole property of the City and are confidential.
- 7.4 AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of the Consultant's compliance with contract requirements. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where the Consultant's records have been generated from computerized data, the Consultant agrees to provide the City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format. The City or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to the services provided pursuant to this Agreement, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this Agreement and for a period of three (3) years after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.
- 7.5 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on the City and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other.

- 7.6 **VENUE.** For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.
- 7.7 **GOVERNING LAW.** The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.
- 7.8 **CAPTIONS.** The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.
- 7.9 **SEVERABILITY.** Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.
- 7.10 **NOTICES.** Any notice, demand, request, consent or approval that either party is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the City:           The City of El Paso  
                          Attn: City Manager  
                          2 Civic Center Plaza  
                          El Paso, Texas 79901

With a Copy to:       The City of El Paso  
                          Attn: Director of Aviation  
                          6701 Convair Road  
                          El Paso, Texas 79925

To the Consultant:   InterVISTAS Consulting LLC  
                          7200 Wisconsin Avenue, Suite 1103  
                          Bethesda, MD 20814  
                          Attn: Barney Parrella

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

- 7.11 **ATTORNEY'S FEES.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- 7.12 **CONFLICTING PROVISIONS.** Any provision contained in any exhibits to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 **ENTIRE AGREEMENT.** This Agreement, including exhibits, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

CITY: CITY OF EL PASO

Joyce A. Wilson  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

Theresa Cullen  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña  
Monica Lombraña, A.A.E.  
Director of Aviation

**ACKNOWLEDGEMENT**

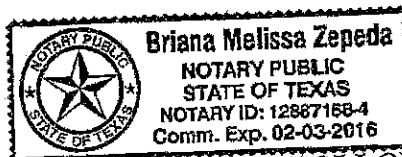
THE STATE OF TEXAS    )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this 11<sup>th</sup> day of April, 2012, by Joyce A. Wilson as City Manager of the City of El Paso, Texas.

My Commission Expires:

February 28, 2016

Briana M. Zepeda  
Notary Public, State of Texas



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONSULTANT:  
Consulting, LLC

InterVISTAS

B. C. Parrella  
Printed Name: BARNEY C. PARRELLA  
Title: Executive Vice President

### ACKNOWLEDGEMENT

THE STATE OF MARYLAND \_\_\_\_\_)

COUNTY OF MONTGOMERY \_\_\_\_\_)

This instrument was acknowledged before me on this 5 day of April, 2012, by  
Barney Parrella as Exec V.P. of InterVISTAS Consulting, LLC.

William A. Hamon  
Notary Public, State of Maryland

My Commission Expires:  
9-1-2015

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **El Paso International Airport 2012-143R - Air Service Development Consulting Services Scope of Work**

As directed by the Director of Aviation, in response to specific needs and requirements, the Consultant shall provide consulting services over the term of the Agreement. Should the successful proposer's proposed approach to the scope of work provide alternative methods to achieve the identified goals, some of the following items may be adjusted. The successful proposer will be responsible for a variety of economic and strategic consulting services, frequently on a rush basis, to support the following services.

Note that these services represent a broad scope of services that may be desired by the City. There is no guarantee that the City will require any or all of these services. Actual tasks will be requested on an "as needed" basis.

1. Develop an effective, comprehensive passenger air service development program to improve domestic and international air service at El Paso International Airport (ELP).
2. Evaluate specific passenger routes/services at ELP and formulate a plan to address the deficiencies.
3. Develop detailed written proposals and professional presentation materials for meetings with targeted air carriers according to any plan proposed.
4. Assist in scheduling and facilitating meetings with domestic and international air carriers regarding potential new and/or improved air service to ELP.
5. Prepare market analyses and economic/demographic research studies, as needed, related to the development of new passenger and/or air cargo service at ELP, including, but not limited to, sensitivity analyses regarding the potential impact of infrastructure development, financial, and commercial policy decisions by the Director on passenger and cargo traffic levels at ELP.
6. Perform analyses of existing ELP air service that identify service inadequacies, quality and quantity of both passenger and cargo air service (compared to other competitive markets and airports), and air service opportunities for recommended carrier specific proposals for the new/additional service.
7. Assist in developing and preparing strategic air service efforts, including an annual review of the El Paso market's competitive position.



8. Work with the Director to identify specific business strategies to respond to opportunities for new and/or improved air service that arise as a result of rapidly changing market conditions and/or unexpected changes in the airline industry.
9. Prepare market analyses and specific research studies related to air carrier business model or business relationship changes and resulting potential impacts on the ELP operation.
10. Assist in the development of the City's policy positions relative to international aviation negotiations and competitive allocation of routes to include the compilation of economic data where necessary.
11. Prepare data and develop economic, statistical and market analyses for use in competitive route awards, route case presentations, filings, testimony and other formal communications with the United States (U.S.) government.
12. Assess potential impacts of proposed U.S. and foreign government policies and legislation on ELP and its air service development program, and the development of policy positions and strategies for best communicating the City's policy positions to appropriate officials.
13. Develop passenger forecast analysis.
14. Determine the impact of the repeal of the Wright Amendment on ELP
15. Other air development services as needs arise.

**[END OF EXHIBIT "A"]**

**EXHIBIT "B"**  
**CONSULTANT'S HOURLY RATES**

<b>COMPANY JOB TITLE</b>	<b>DUTIES</b>	<b>HOURLY RATE</b>
Executive Vice President	Project Manager	\$230.00/Hr.
Senior Analyst	Senior Analysts, or equivalent	\$140.00/Hr
Analyst	Analysts, or equivalent.	\$125.00/Hr
Manager	Graphic Designer	\$85.00/Hr
Administrator	Administrative Support	\$85.00/Hr
Director	Deputy Project Manager	\$185.00/Hr
Vice President/Sr. Vice President	Strategic Advisor	\$210.00/Hr

**[END OF EXHIBIT "B"]**