

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

DEPARTMENT: Office of the Comptroller

AGENDA DATE: March 3, 2020

CONTACT PERSON NAME/PHONE: Margarita Muñoz, Comptroller, 915-212-1174

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL NO. 6: Set the Standard for Sound Governance and Fiscal Management

SUBJECT:

That the City Manager be authorized to execute a Management Services Agreement by and between the City and the Camino Real Regional Mobility (CRRMA) and any related documents necessary, whereby the City shall provide various management services to the CRRMA.

BACKGROUND / DISCUSSION:

The City of El Paso (City) created the Camino Real Regional Mobility Authority (CRRMA) by City Council Resolution of March 13, 2007 in order to directly benefit the State of Texas, the City and the traveling public through the improvement of the State's transportation system in and around the City of El Paso. Upon its creation, the CRRMA engaged the City to provide initial management services and other assistance to the CRRMA, including by way of example, the provision of an Executive Director, office space, IT and communications services. The provision of such management services allowed the CRRMA to rely on the resources of the City, thereby allowing for the CRRMA to immediately focus on the improvement of the region's transportation system through the development of major transportation projects, rather than devoting time and effort on administrative, management and associated activities normally required of newly created agencies.

SELECTION SUMMARY:

PROTEST

☒ No protest received for this requirement.

☐ Protest received.

CONTRACT VARIANCE:

None

PRIOR COUNCIL ACTION:

Previous Management Service Agreement was approved by the City Council on September 2, 2014.

AMOUNT AND SOURCE OF FUNDING:

3200-560-60000: 29,307.81

7000-700-70000: 29,307.81

BOARD / COMMISSION ACTION:

CRRMA approved the revised Management Services Agreement on February 12, 2020.

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read "M. J. O'Neil", is written over a horizontal line.

RESOLUTION

WHEREAS, the City of El Paso (City) created the Camino Real Regional Mobility Authority (CRRMA) by City Council Resolution of March 13, 2007 in order to directly benefit the State of Texas, the City and the traveling public through the improvement of the State's transportation system in and around the City of El Paso;

WHEREAS, upon its creation, the CRRMA engaged the City to provide initial management services and other assistance to the CRRMA, including by way of example, the provision of an Executive Director, office space, IT and communications services;

WHEREAS, the provision of such management services allowed the CRRMA to rely on the resources of the City, thereby allowing for the CRRMA to immediately focus on the improvement of the region's transportation system through the development of major transportation projects, rather than devoting time and effort on administrative, management and associated activities normally required of newly created agencies; and

WHEREAS, the City and the CRRMA recognize the benefit of the CRRMA's focus on transportation projects in the region, as opposed to administrative and management activities, and therefore desire to continue the City's provision of management services to the CRRMA that will allow for the continued effective and efficient operation of the CRRMA, which benefits both parties and the region's transportation system;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

That the Mayor be authorized to execute a Management Services Agreement by and between the City and the CRRMA and any related documents necessary, whereby the City shall provide various management services to the CRRMA.

APPROVED on this _____ day of _____, 2020.

THE CITY OF EL PASO

ATTEST:

Dee Margo, Mayor

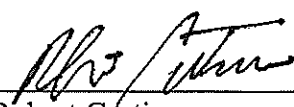
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Robert Cortinas
Chief Financial Officer

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this “Agreement”) is entered into pursuant to the Interlocal Cooperation Act (Chapter 791 Texas Government Code) on this ____ day of _____, 2020 (the “Effective Date”) by and between the City of El Paso, a Texas home rule municipal corporation (the “City”) and the Camino Real Regional Mobility Authority a Texas regional mobility authority (the “CRRMA”).

WITNESSETH

WHEREAS, the City created the CRRMA by City Council Resolution of March 13, 2007 in order to directly benefit the State of Texas, the City and the traveling public through the improvement of the State’s transportation system in and around the region; and

WHEREAS, upon its creation, the CRRMA engaged the City to provide initial management services and other assistance to the CRRMA, including by way of example, the provision of an Executive Director, office space, IT and communications services; and

WHEREAS, the provision of such management and other services permitted the CRRMA to rely on the resources of the City, thereby allowing for the CRRMA to immediately focus on the improvement of the region’s transportation system through the development of major transportation projects, rather than devoting time, effort and resources to administrative, management and associated activities normally required of newly created agencies; and

WHEREAS, the CRRMA Board of Directors regularly adopts the City’s then-current Investment Policy in support of the City’s continued management and investment of CRRMA funds as the fiscal agent to the CRRMA; and

WHEREAS, the City and the CRRMA recognize the benefit of the CRRMA’s focus on transportation projects in the region, as opposed to administrative and management activities, and therefore desire to continue the City’s provision of management and other services to the CRRMA that will allow for the continued effective and efficient operation of the CRRMA, which benefits both parties and the region’s transportation system; and

WHEREAS, the Interlocal Cooperation Act authorizes a local government to contract with another local government to perform governmental functions and services; and

WHEREAS, the City and the CRRMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION I. TERM.

This Agreement commences on the Effective Date and shall remain in full force and effect thereafter for a period of five (5) years.

SECTION II. SCOPE OF SERVICES.

The City shall provide the CRRMA with the services and resources enumerated below, which shall be referred to collectively herein as the “Services”.

- A. Management Services. The City hereby agrees to provide management services to the CRRMA which shall consist of two (2) City employees that shall provide services solely to the CRRMA in the form of an Executive Director (“ED”) and a Director of Finance (“DF”). The CRRMA previously selected its ED and DF, both of which shall continue to serve at the sole expense of the CRRMA. The City shall maintain employment agreements with the ED and DF, whereby the terms and conditions of employment shall be more fully described, in accordance with and subject to the approval of the CRRMA. The City Manager of the City (the “City Manager”) executed the current employment agreements and is authorized to execute any amendments or extensions approved by the CRRMA. Said employment agreements shall require that the removal or termination of the ED or DF by the City shall require the prior written consent and approval of the CRRMA. The City agrees that the ED and DF shall devote their entire productive time, ability, attention and energies to the business of the CRRMA during the term of their respective employment agreements.
- B. Office Resources and Support. The City shall continue to provide the CRRMA with office space, resources and support for the ED, DF and Senior Accountant referenced below. The City shall provide sufficient and suitable office space in either City 1, City 2 or City 3 Building as well as reasonable and customary office supplies. The City shall provide IT services; including, but not limited to, the use of computers, printers, internet access, email addresses and related support for the CRRMA. The City shall provide communication services, including landlines for telephones, as well as smartphones for use away from the office. The City shall provide meeting spaces within City buildings, including access to meeting rooms and continued video and/or audio recording, online streaming and electronic storage of CRRMA Board and Committee meetings. The City shall provide parking for the CRRMA Board, ED and DF and Senior Accountant referenced below.
- C. Fiscal Agent Services. The City shall continue to serve as the Fiscal Agent to the CRRMA for all funds held by the City hold CRRMA funds on behalf of the CRRMA. Notwithstanding anything to the contrary, the responsibilities of the City as “Fiscal Agent” are strictly limited to the duties described under this Section II(C). The City shall deposit and hold such funds separately from City funds. Except where the CRRMA has engaged a trustee or agent to manage CRRMA funds, the City shall invest CRRMA funds held by the City in accordance with the City’s Investment Policy, as amended. The City shall deposit all investment proceeds and revenue funds forwarded to the City on behalf of the CRRMA in the referenced separate

CRRMA accounts. The City shall serve in a fiduciary capacity in performing the Fiscal Agent services, and shall provide the CRRMA quarterly accounts of funds and investments. The City shall make all payments to vendors, debt service payments of debts incurred by the CRRMA and shall transfer funds between CRRMA accounts; provided that such action is expressly authorized in writing by an authorized representative of the CRRMA. The City has no duty to verify the accuracy of a request for a disbursement of funds or other action under this Agreement that has been authorized in writing by an authorized representative of the CRRMA. For purposes of this Agreement, the CRRMA designates its ED and DF as the CRRMA's authorized representatives. If the CRRMA wishes to designate an additional person as an authorized representative, then the CRRMA will forward to the City a duly authorized resolution of the CRRMA board confirming such designation of authority.

- D. Accounting Services. The City shall provide accounting services to the CRRMA enumerated within **EXHIBIT A** to this Agreement (the "accounting services"). The accounting services shall be provided by a Senior Accountant, as defined by the City's Job Specification dated July 29, 2012, or a higher position and shall be employed by the City as approved by the DF; such approval shall not be unreasonably withheld. The Senior Accountant shall be a full time employee, of which one-half of his or her entire productive working time shall be devoted to CRRMA financial activities. Such accounting services shall be provided by the Senior Accountant within the CRRMA office space, upon the request of the CRRMA, and shall be paid for in equal parts by the City and CRRMA; provided, however, that the CRRMA's contribution shall not exceed \$35,000 per year. Said CRRMA contribution shall be made as a reimbursement to the City within 30 calendar days of receipt of an invoice. The parties agree to reevaluate the accounting services and CRRMA contribution each year, on or about the anniversary of the Effective Date of this Agreement. Said reevaluation shall be completed in an effort to ensure that the actual level of service from, and work requested of, the Senior Accountant is appropriate with respect to the CRRMA's contribution.
- E. Special Services. Should alternate or additional services outside the Services identified within this Section II (the "Special Services") be requested of the City by the CRRMA, said Special Services shall automatically become a part of this Agreement upon acceptance and funding by the CRRMA and approval of the City Manager.

SECTION III PERFORMANCE OF SERVICES.

Notwithstanding anything to the contrary, the parties agree that the City shall perform all Services in accordance with City policies and procedures. The CRRMA agrees that the City may refuse to perform a Service under this Agreement if such Service requested does not comply with the City's policies and procedures or with federal or state law. Notwithstanding anything to the contrary, the CRRMA agrees that the City is not responsible for any loss of revenue arising out of the Services provided by the City under this Agreement; provided, however, that any such loss arises from actions or omissions of the City that were made in compliance with City policies and procedures.

SECTION IV. PERSONNEL CHANGES.

In the event of a change in the ED during the term of this Agreement, the CRRMA Board shall solely be responsible for the selection of any such subsequent ED. The CRRMA shall also define and be responsible for the compensation due to any new ED.

SECTION V. OWNERSHIP.

All files, documents and other materials generated, manipulated or received by the ED, DF or others on behalf of the CRRMA shall remain at all times the property of the CRRMA. The data stored in the City's computers and related database(s) shall also remain the property of the CRRMA. Open Records requests related to such files, documents and other materials shall be handled entirely by the CRRMA.

SECTION VI. REVENUES.

Any and all gross receipts, grants, revenues and other funds derived from the activities of the ED, DF or others on behalf of the CRRMA shall be the property of the CRRMA.

SECTION VII. EMPLOYER STATUS.

The City will be the employer and assume the employment of the ED, DF, and Senior Accountant; provided, however, that the CRRMA shall be responsible for full reimbursement of the City for all compensation provided to the ED and the DF and a portion of the salary expenses of the Senior Accountant as previously enumerated.

SECTION VIII. LEGAL COUNSEL.

Subject to the provisions of Section II above, it shall be the responsibility of the CRRMA to handle all legal matters of the CRRMA and shall provide all legal counsel for the benefit of the CRRMA. Subject to the preceding, neither the City nor the ED shall be required to provide any legal services to the CRRMA.

SECTION IX. TERMINATION.

This Agreement may be terminated as follows:

- A. upon the mutual consent of the parties and through written instrument duly executed on behalf of the City and the CRRMA.

- B. by either party for any reason. The City shall provide the CRRMA a 365 calendar day notice before terminating the Agreement under this provision. The CRRMA shall provide the City a 30 calendar day notice before terminating the Agreement under this provision.

SECTION X. AMENDMENT.

This Agreement may be amended by mutual consent of the parties. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the City and the CRRMA.

SECTION XI. LEGAL CONSTRUCTION.

Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine.

SECTION XII. NOTICES.

Any notices required under this Agreement shall be sufficient if provided by hand delivery with written confirmation of receipt or if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the parties at the following addresses:

THE CITY: City of El Paso
Attention: City Manager
300 N. Campbell
El Paso, Texas 79901

THE CITY: Camino Real Regional Mobility Authority
Attention: Executive Director
801 Texas Avenue
El Paso, Texas 79901

SECTION XIII. PAYMENT FOR SERVICES.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**SECTION XIV.
NO JOINT ENTERPRISE OR OTHER RELATIONSHIP.**

This Agreement is not intended, and shall not be construed, to create any joint enterprise between or among the parties. No legal relationship is intended to be created by this Agreement, to include but not limited to employer-employee or principal-agent.

**SECTION XV.
SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED.**

The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a party may have by operation of law. Both parties retain all governmental immunities.

**SECTION XVI.
NO PERSONAL LIABILITY.**

Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any of the parties to this Agreement.

**SECTION XVII.
NO THIRD PARTY BENEFICIARIES.**

This Agreement is entered solely by and between, and may be enforced only by and among, the parties to this Agreement. This Agreement does not create any rights in or obligations to any third parties.

**SECTION XVIII.
VENUE AND APPLICABLE LAW.**

The sole venue for any action or dispute under this Agreement shall be in a court of appropriate jurisdiction in El Paso County, Texas. Texas law shall govern any dispute or interpretation of this Agreement.

**SECTION XIX.
GOVERNMENTAL FUNCTION.**

The parties expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

SECTION XX.
EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Independent, and severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, and further including, mental anguish, emotional distress and attorneys fees – as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

SECTION XXI.
NO INDEMNIFICATION.

The parties expressly agree that, except as provided herein, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

SECTION XXII.
SECTION HEADINGS.

The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.


SECTION XXIII.
ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties hereto. The parties agree and acknowledge that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

(Signatures on the following page)

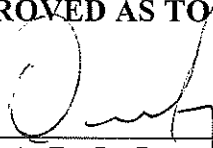
IN WITNESS WHEREOF, the parties have approved as of the date first noted above.

CITY OF EL PASO:

For 

Tomás González
City Manager

APPROVED AS TO FORM:




Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Ted Marquez, P.E., Deputy City Manager
Public Works and Transportation

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**



Raymond L. Telles
Executive Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MANAGEMENT SERVICES AGREEMENT

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WITNESSETH

WHEREAS, the City created the CRRMA by City Council Resolution of March 13, 2007 in order to directly benefit the State of Texas, the City and the traveling public through the improvement of the State’s transportation system in and around the region; and

WHEREAS, upon its creation, the CRRMA engaged the City to provide initial management services and other assistance to the CRRMA, including by way of example, the provision of an Executive Director, office space, IT and communications services; and

WHEREAS, the provision of such management and other services permitted the CRRMA to rely on the resources of the City, thereby allowing for the CRRMA to immediately focus on the improvement of the region’s transportation system through the development of major transportation projects, rather than devoting time, effort and resources to administrative, management and associated activities normally required of newly created agencies; and

WHEREAS, the CRRMA Board of Directors regularly adopts the City’s then-current Investment Policy in support of the City’s continued management and investment of CRRMA funds as the fiscal agent to the CRRMA; and

WHEREAS, the City and the CRRMA recognize the benefit of the CRRMA’s focus on transportation projects in the region, as opposed to administrative and management activities, and therefore desire to continue the City’s provision of management and other services to the CRRMA that will allow for the continued effective and efficient operation of the CRRMA, which benefits both parties and the region’s transportation system; and

WHEREAS, the Interlocal Cooperation Act authorizes a local government to contract with another local government to perform governmental functions and services; and

WHEREAS, the City and the CRRMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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- B. Office Resources and Support. The City shall continue to provide the CRRMA with office space, resources and support for the ED, DF and Senior Accountant referenced below. The City shall provide sufficient and suitable office space in either City 1, City 2 or City 3 Building as well as reasonable and customary office supplies. The City shall provide IT services; including, but not limited to, the use of computers, printers, internet access, email addresses and related support for the CRRMA. The City shall provide communication services, including landlines for telephones, as well as smartphones for use away from the office. The City shall provide meeting spaces within City buildings, including access to meeting rooms and continued video and/or audio recording, online streaming and electronic storage of CRRMA Board and Committee meetings. The City shall provide parking for the CRRMA Board, ED and DF and Senior Accountant referenced below.
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City in accordance with the City's Investment Policy, as amended. The City shall deposit all investment proceeds and revenue funds forwarded to the City on behalf of the CRRMA in the referenced separate CRRMA accounts. The City shall serve in a fiduciary capacity in performing the Fiscal Agent services, and shall provide the CRRMA quarterly accounts of funds and investments. The City shall make all payments to vendors, debt service payments of debts incurred by the CRRMA and shall transfer funds between CRRMA accounts; provided that such action is expressly authorized in writing by an authorized representative of the CRRMA. The City has no duty to verify the accuracy of a request for a disbursement of funds or other action under this Agreement that has been authorized in writing by an authorized representative of the CRRMA. For purposes of this Agreement, the CRRMA designates its ED and DF as the CRRMA's authorized representatives. If the CRRMA wishes to designate an additional person as an authorized representative, then the CRRMA will forward to the City a duly authorized resolution of the CRRMA board confirming such designation of authority.

- D. Accounting Services. The City shall provide accounting services to the CRRMA enumerated within **EXHIBIT A** to this Agreement (the "accounting services"). The accounting services shall be provided by a Senior Accountant, as defined by the City's Job Specification dated July 29, 2012, or a higher position and shall be employed by the City as approved by the DF; such approval shall not be unreasonably withheld. The Senior Accountant shall be a full time employee, of which one-half of his or her entire productive working time shall be devoted to CRRMA financial activities. Such accounting services shall be provided by the Senior Accountant within the CRRMA office space, upon the request of the CRRMA, and shall be paid for in equal parts by the City and CRRMA; provided, however, that the CRRMA's contribution shall not exceed \$35,000 per year. Said CRRMA contribution shall be made as a reimbursement to the City within 30 calendar days of receipt of an invoice. The parties agree to reevaluate the accounting services and CRRMA contribution each year, on or about the anniversary of the Effective Date of this Agreement. Said reevaluation shall be completed in an effort to ensure that the actual level of service from, and work requested of, the Senior Accountant is appropriate with respect to the CRRMA's contribution.
- E. Special Services. Should alternate or additional services outside the Services identified within this Section II (the "Special Services") be requested of the City by the CRRMA, said Special Services shall automatically become a part of this Agreement upon acceptance and funding by the CRRMA and approval of the City Manager.

SECTION III PERFORMANCE OF SERVICES.

Notwithstanding anything to the contrary, the parties agree that the City shall perform all Services in accordance with City policies and procedures. The CRRMA agrees that the City may refuse to perform a Service under this Agreement if such Service requested does not comply with the City's policies and procedures or with federal or state law. Notwithstanding anything to the contrary, the CRRMA agrees that the City is not responsible for any loss of revenue arising out of the Services

provided by the City under this Agreement; provided, however, that any such loss arises from actions or omissions of the City that were made in compliance with City policies and procedures.

SECTION IV. PERSONNEL CHANGES.

In the event of a change in the ED during the term of this Agreement, the CRRMA Board shall solely be responsible for the selection of any such subsequent ED. The CRRMA shall also define and be responsible for the compensation due to any new ED.

SECTION V. OWNERSHIP.

All files, documents and other materials generated, manipulated or received by the ED, DF or others on behalf of the CRRMA shall remain at all times the property of the CRRMA. The data stored in the City's computers and related database(s) shall also remain the property of the CRRMA. Open Records requests related to such files, documents and other materials shall be handled entirely by the CRRMA.

SECTION VI. REVENUES.

Any and all gross receipts, grants, revenues and other funds derived from the activities of the ED, DF or others on behalf of the CRRMA shall be the property of the CRRMA.

SECTION VII. EMPLOYER STATUS.

The City will be the employer and assume the employment of the ED, DF, and Senior Accountant; provided, however, that the CRRMA shall be responsible for full reimbursement of the City for all compensation provided to the ED and the DF and a portion of the salary expenses of the Senior Accountant as previously enumerated.

SECTION VIII. LEGAL COUNSEL.

Subject to the provisions of Section II above, it shall be the responsibility of the CRRMA to handle all legal matters of the CRRMA and shall provide all legal counsel for the benefit of the CRRMA. Subject to the preceding, neither the City nor the ED shall be required to provide any legal services to the CRRMA.

**SECTION IX.
TERMINATION.**

This Agreement may be terminated as follows:

- A. upon the mutual consent of the parties and through written instrument duly executed on behalf of the City and the CRRMA.
- B. by either party for any reason. The City shall provide the CRRMA a 365 calendar day notice before terminating the Agreement under this provision. The CRRMA shall provide the City a 30 calendar day notice before terminating the Agreement under this provision.

SECTION X.

AMENDMENT.

This Agreement may be amended by mutual consent of the parties. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the City and the CRRMA.

**SECTION XI.
LEGAL CONSTRUCTION.**

Every provision of this Agreement is severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. Where the context of the Agreement requires, the singular shall include the plural and the masculine gender shall include feminine.

**SECTION XII.
NOTICES.**

Any notices required under this Agreement shall be sufficient if provided by hand delivery with written confirmation of receipt or if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the parties at the following addresses:

THE CITY: City of El Paso
 Attention: City Manager
 300 N. Campbell
 El Paso, Texas 79901

THE CITY: Camino Real Regional Mobility Authority

Attention: Executive Director

801 Texas Avenue
El Paso, Texas 79901

**SECTION XIII.
PAYMENT FOR SERVICES.**

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**SECTION XIV.
NO JOINT ENTERPRISE OR OTHER RELATIONSHIP.**

This Agreement is not intended, and shall not be construed, to create any joint enterprise between or among the parties. No legal relationship is intended to be created by this Agreement, to include but not limited to employer-employee or principal-agent.

**SECTION XV.
SOVEREIGN IMMUNITY ACKNOWLEDGED AND RETAINED.**

The parties expressly acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a party may have by operation of law. Both parties retain all governmental immunities.

**SECTION XVI.
NO PERSONAL LIABILITY.**

Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer, or agent of any of the parties to this Agreement.

**SECTION XVII.
NO THIRD PARTY BENEFICIARIES.**

This Agreement is entered solely by and between, and may be enforced only by and among, the parties to this Agreement. This Agreement does not create any rights in or obligations to any third parties.

**SECTION XVIII.
VENUE AND APPLICABLE LAW.**

The sole venue for any action or dispute under this Agreement shall be in a court of appropriate jurisdiction in El Paso County, Texas. Texas law shall govern any dispute or interpretation of this Agreement.

**SECTION XIX.
GOVERNMENTAL FUNCTION.**

The parties expressly agree that, in all things relating to this Agreement, the parties enter into this Agreement for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of each party, which in any way pertains to or arises out of this Agreement, falls within the definition of governmental function.

**SECTION XX.
EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.**

Independent, and severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, and further including, mental anguish, emotional distress and attorneys fees – as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

**SECTION XXI.
NO INDEMNIFICATION.**

The parties expressly agree that, except as provided herein, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

**SECTION XXII.
SECTION HEADINGS.**

The paragraph or section headings contained in this Agreement are for reference purposes only and shall not in any way control the meaning or interpretation of this Agreement.

**SECTION XXIII.
ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties hereto. The parties agree and acknowledge that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties have approved as of the date first noted above.

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Ted Marquez, P.E., Deputy City Manager
Public Works and Transportation

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Raymond L. Telles
Executive Director

EXHIBIT A

ACCOUNTANT SERVICES

Task	Estimated Time
Account and fund analysis and reconciliations of subsidiary ledgers to GL:	10 hrs
Bank Reconciliations (all banks)	10 hrs
Journal entries to record revenues (all bank accounts)	26 hrs
Journal entries to record expenses and transfers (all projects, operations)	10 hrs
Vouchers	4 hrs
Financial Statements	5 hrs
Debt service payments	0.5 hrs
Treasury related	1.5 hrs
Research on accounting activity, project activity and budget issues	10 hrs
Following up with emails and phone communication	3 hrs
Total Estimated Time (per month)	80 hrs

[END OF EXHIBIT]

EXHIBIT A

ACCOUNTANT SERVICES

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[END OF EXHIBIT]