

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

CITY CLERK DEPT.
2015 NOV -5 AM 11:58

DEPARTMENT: Capital Improvement Department
AGENDA DATE: November 3, 2015
CONTACT PERSON/PHONE: Moñica Lombraña, A.A.E. 212-1831

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager is hereby authorized to sign a five year Master Interlocal Cooperation Agreement with the Texas Transportation Institute (TTI) to provide various transportation research and studies in an amount not to exceed \$850,000.00. Various funding sources.

BACKGROUND / DISCUSSION:

The Texas Transportation Institute is a state agency that provides transportation studies, research, evaluations and other services related to transportation throughout the State of Texas. Chapter 791 of the Texas Government Code provides that any one or more public entities may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested. The City and Sun Metro are required to provide transportation studies and analyses when seeking outside funding for transportation related projects, which may be provided by the Texas Transportation Institute. This agreement allows Texas Transportation Institute to provide various transportation related studies to the City on an as-needed basis for five years in an amount not to exceed \$850,000.00, based on their governmental rates.

PRIOR COUNCIL ACTION:

September 16, 2008- City Council approved a 3 year Interlocal with TTI

AMOUNT AND SOURCE OF FUNDING:

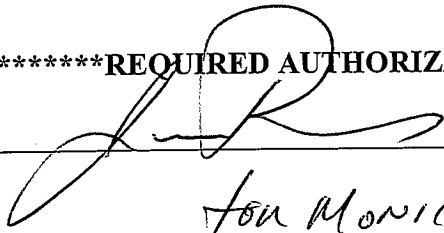
General Fund, Transportation CO's, TxDOT, FTA

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:


for Monica Lombraña

CITY CLERK DEPT.
2015 NOV -5 AM 11:58

RESOLUTION

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

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

WHEREAS, the City of El Paso is in need of various transportation research and services, which may be provided by the Texas Transportation Institute and the parties therefore find it in the best interest of each party to enter into an agreement whereby the Texas Transportation Institute may provide various transportation related studies to the City on an as-needed basis;

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

THAT the City Manager is hereby authorized to sign a five year Master Interlocal Cooperation Agreement with the Texas Transportation Institute to provide various transportation research and studies in an amount not to exceed \$850,000.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2015.


THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

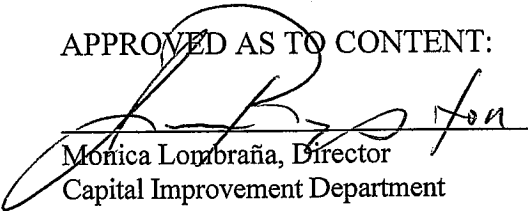
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, Director
Capital Improvement Department

STATE OF TEXAS)
)
 COUNTY OF BRAZOS) **MASTER**
) **INTERLOCAL COOPERATION AGREEMENT**

This Master Interlocal Cooperation Agreement (“Master Agreement”) is entered into on this ____ day of _____, 2015, by and between the **CITY OF EL PASO** (the “City”), a municipal corporation organized and existing under the laws of the State of Texas, and the **TEXAS A&M TRANSPORTATION INSTITUTE** (“TTI”), an Agency of the State of Texas and a part of the Texas A&M University System.

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

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

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

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

I. FINDINGS.

The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the parties have authorized and approved this Master Agreement by resolution or order adopted by their respective bodies, and that this Master Agreement will be in full force and effect when approved by both parties.

II. STATEMENT OF SERVICES TO BE PERFORMED.

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

III. PAYMENT FOR SERVICES.

The Parties further agree and understand that all fees and compensation to TTI as contemplated herein shall only become due and payable upon the execution of a separate task order whereby specific tasks are requested for specific compensation. The fees to be charged for tasks provided by TTI shall be as set forth in a separate task order referencing this Master Agreement, and shall be pursuant to the rates set forth in the schedule attached hereto as **Exhibit “A”**, with the understanding that the rates are for comparison purposes. Because TTI is a State Agency and part

of a university system, labor and other charges shall be proposed, accumulated and billed in accordance with OMB Uniform Guidance 2 CFR 200 and other circulars applicable to universities. No services are being requested through this Master Agreement, nor shall any indebtedness accrue through the mere execution of this Master Agreement.

The payment guidelines for each requested task shall be clearly enumerated within a separate task order identifying such task. Such guidelines shall include, but not be limited to, the total amount of compensation due by the City for the requested services, the milestones by which such payment shall be made, if any, and the not to exceed amount for such services. All payments made by the City pursuant to this Agreement shall be made from current revenues available to the City.

The total compensation for all ordered tasks shall not exceed **EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00)**.

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

IV. DISPUTES.

The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Master Agreement or any breach thereof, the Parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith.

The dispute resolution process provided in Chapter 2009, *Texas Government Code*, shall be used by the City and TTI to attempt to resolve any claim for breach of contract made by the parties that cannot be resolved in the ordinary course of business.

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

V. FEDERAL PROVISIONS

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

such a manner that it will, to the maximum extent practicable, give effect to the intent of this Master Agreement and be deemed to be validated and enforceable.

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

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

TTI:

Mr. Chris Slape
Contract Negotiator II
Sponsored Research Services
Texas A&M University
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845-4375

City of El Paso:

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

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

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

(SIGNATURES APPEAR ON NEXT PAGE)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Theresa Cullen

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombrana

Monica Lombrana, Director
Capital Improvement Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2015,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**TEXAS A&M TRANSPORTATION
INSTITUTE**

By: Dennis L. Christiansen, P.E., Ph.D.
Title: Agency Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2015,
by **Dennis L. Christiansen, P.E., Ph.D.**, as **Agency Director** of **Texas A&M Transportation
Institute**.

Notary Public, State of Texas

My commission expires:

FULLY LOADED RATES - 16

Title/Name						Includes Escalation at 3% each September 1.					% effort
	FY 16	Fringe	Health @	Indirect @	Computer Operations	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	
	Hourly Rate	17.80%	\$695 staff-mo	48.50%	\$225 staff-mo	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate	
Senior Research Scientist	\$87.43	\$15.56	\$3.99	\$51.88	\$1.29	\$160.15	\$164.74	\$169.47	\$174.33	\$179.35	0.048%
Research Engineer	\$92.21	\$16.41	\$3.99	\$54.61	\$1.29	\$168.51	\$173.35	\$178.34	\$183.47	\$188.76	0.048%
Research Scientist	\$99.14	\$17.65	\$3.99	\$58.58	\$1.29	\$180.65	\$185.84	\$191.20	\$196.72	\$202.41	0.048%
Associate Research Engineer	\$53.14	\$9.46	\$3.99	\$32.30	\$1.29	\$100.18	\$102.96	\$105.83	\$108.79	\$111.84	0.048%
Associate Research Scientist	\$51.68	\$9.20	\$3.99	\$31.46	\$1.29	\$97.62	\$100.32	\$103.12	\$105.99	\$108.96	0.048%
Assistant Research Scientist	\$38.47	\$6.85	\$3.99	\$23.92	\$1.29	\$74.52	\$76.53	\$78.61	\$80.75	\$82.96	0.048%
Assistant Research Scientist	\$33.48	\$5.96	\$3.99	\$21.06	\$1.29	\$65.78	\$67.53	\$69.34	\$71.20	\$73.12	0.048%
Assistant Research Specialist	\$25.55	\$4.55	\$3.99	\$16.54	\$1.29	\$51.92	\$53.26	\$54.64	\$56.06	\$57.53	0.048%
Senior Software Engineer	\$39.97	\$7.12	\$3.99	\$24.78	\$1.29	\$77.15	\$79.24	\$81.40	\$83.63	\$85.92	0.048%
Associate Transportation Research	\$30.74	\$5.47	\$3.99	\$19.49	\$1.29	\$60.98	\$62.59	\$64.26	\$65.97	\$67.73	0.048%
Assistant Research Scientist	\$37.30	\$6.64	\$3.99	\$23.24	\$1.29	\$72.46	\$74.42	\$76.43	\$78.51	\$80.65	0.048%
Assistant Transportation Research	\$27.88	\$4.96	\$3.99	\$17.86	\$1.29	\$55.98	\$57.45	\$58.96	\$60.51	\$62.11	0.048%
Assistant Research Scientist	\$41.67	\$7.42	\$3.99	\$25.75	\$1.29	\$80.12	\$82.30	\$84.56	\$86.88	\$89.27	0.048%
Senior Research Engineer	\$81.61	\$14.53	\$3.99	\$48.56	\$1.29	\$149.98	\$154.26	\$158.67	\$163.21	\$167.89	0.048%
Associate Research Scientist	\$53.76	\$9.57	\$3.99	\$32.65	\$1.29	\$101.26	\$104.07	\$106.98	\$109.97	\$113.05	0.048%
Lead Office Assistant	\$12.22	\$2.17	\$3.99	\$8.91	\$1.29	\$28.58	\$29.23	\$29.89	\$30.57	\$31.27	0.048%
Grad Student - Health @ different rate		Fringe	Health @								
		2.40%	\$180								
			staff-mo								
Graduate Student-PhD-Name	\$22.75	\$0.55	\$2.07	\$12.31	\$0.00	\$37.68	\$38.71	\$39.78	\$40.88	\$42.02	0.048%
Graduate Student-Masters-Name	\$23.63	\$0.57	\$2.07	\$12.74	\$0.00	\$39.01	\$40.08	\$41.19	\$42.34	\$43.51	0.048%
Undergrad Students		2.40%	No Health								
Undergraduate Student-Name	\$10.82	\$0.26	\$0.00	\$5.37	\$0.00	\$16.45	\$16.94	\$17.45	\$17.97	\$18.51	0.048%

Note: Loaded rates for comparison purposes only. TTI bills based on level of effort. A researcher who expends 10% of monthly effort on a project bills the sponsor for 10% of monthly salary. Project billings itemize component costs exactly as they are incurred. For proposal purposes, Computer Operations use fees calculate at a rate of \$1.29 per hour based on the level of effort charged to a particular project.

Exhibit "A"
1 of 1

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

**MASTER
INTERLOCAL COOPERATION AGREEMENT**

This Master Interlocal Cooperation Agreement (“Master Agreement”) is entered into on this ____ day of _____, 2015, by and between the **CITY OF EL PASO** (the “City”), a municipal corporation organized and existing under the laws of the State of Texas, and the **TEXAS A&M TRANSPORTATION INSTITUTE** (“TTI”), an Agency of the State of Texas and a part of the Texas A&M University System.

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

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

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

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

I. FINDINGS.

The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the parties have authorized and approved this Master Agreement by resolution or order adopted by their respective bodies, and that this Master Agreement will be in full force and effect when approved by both parties.

II. STATEMENT OF SERVICES TO BE PERFORMED.

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

III. PAYMENT FOR SERVICES.

The Parties further agree and understand that all fees and compensation to TTI as contemplated herein shall only become due and payable upon the execution of a separate task order whereby specific tasks are requested for specific compensation. The fees to be charged for tasks provided by TTI shall be as set forth in a separate task order referencing this Master Agreement, and shall be pursuant to the rates set forth in the schedule attached hereto as **Exhibit “A”**, with the understanding that the rates are for comparison purposes. Because TTI is a State Agency and part

15-1004-616/43032_2/Master Agreement
TTI

of a university system, labor and other charges shall be proposed, accumulated and billed in accordance with ~~OMB-OMB circular A-21~~Uniform Guidance 2 CFR 200 and other circulars applicable to universities. No services are being requested through this Master Agreement, nor shall any indebtedness accrue through the mere execution of this Master Agreement.

The payment guidelines for each requested task shall be clearly enumerated within a separate task order identifying such task. Such guidelines shall include, but not be limited to, the total amount of compensation due by the City for the requested services, the milestones by which such payment shall be made, if any, and the not to exceed amount for such services. All payments made by the City pursuant to this Agreement shall be made from current revenues available to the City.

The total compensation for all ordered tasks shall not exceed **EIGHT HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$850,000.00)**.

~~TTI hereby agrees that at no time will it make a claim against the City for more than the total compensation. TTI agrees that at no time will it make a claim against the City for more than the total compensation related to The City will be responsible for monitoring the total compensation limit and TTI will not be held responsible or penalized if this limit is exceeded as long as TTI performs the work authorized by the City under task orders issued under this Master Agreement. TTI further agrees~~TTI further agrees to bill the respective City ~~department~~department, identified in the task order, which has having direct oversight of the specific task being performed under the terms of this Master Agreement.

IV. DISPUTES.

The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Master Agreement or any breach thereof, the Parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith.

The dispute resolution process provided in Chapter 2009, *Texas Government Code*, shall be used by the City and TTI to attempt to resolve any claim for breach of contract made by the parties that cannot be resolved in the ordinary course of business.

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

V. FEDERAL PROVISIONS

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

City or TTI with respect to the use of federal funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Specifically, and not in limitation of the foregoing, TTI 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 this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the City, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the City.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the City.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the City, as further described in Attachment "F".

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

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

C. DBE Good Faith Efforts. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the City to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the

contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the City.

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

VI. GENERAL PROVISIONS.

A. Term and Termination. This Master Agreement shall be effective as of the date first written above and shall continue in force and effect for five (5) years unless either Party terminates this Master Agreement. The term of this Master Agreement may be terminated upon thirty (30) days written notice by either Party.

B. Other Services. Nothing in this Master Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Master Agreement or in a separate written instrument executed by both parties.

C. Governmental Immunity. Nothing in this Master Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal right(s) or claim(s) on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

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

F. Severability. If any provision of this Master Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render

unenforceable any other provision hereof, but rather this entire Master Agreement 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 Master Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Master Agreement and be deemed to be validated and enforceable.

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

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

TTI: Ms. Janice Konecny
Director of Projects Administration and Operational Analysis
Texas A&M Transportation Institute
3135 TAMU
College Station, Texas 77843-3135
Mr. Chris Slape
Contract Negotiator II
Sponsored Research Services
Texas A&M University
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845-4375

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

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

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

(SIGNATURES APPEAR ON NEXT PAGE)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Monica Lombraña, Director
Capital Improvement Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 2015,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**TEXAS A&M TRANSPORTATION
INSTITUTE**

By: Dennis L. Christiansen, P.E., Ph.D.
Title: Agency Director

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____§

This instrument was acknowledged before me on this ____ day of _____, 2015,
by **Dennis L. Christiansen, P.E., Ph.D.**, as **Agency Director** of **Texas A&M Transportation
Institute**.

Notary Public, State of Texas

My commission expires:
