

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



**DEPARTMENT:** Streets and Maintenance

**AGENDA DATE:** 2/25/25

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME:** Jesus Anchondo, Streets and Maintenance **PHONE NUMBER:** 915-212-7072

**DISTRICT(S) AFFECTED:** 2

**STRATEGIC GOAL:**

No. 7 - Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:**

7.3-Enhance a regional comprehensive transportation system

**SUBJECT:**

Authorize the City Manager to sign a Traffic Signal Flasher Agreement between the City of El Paso and the El Paso Independent School District (EPISD), whereby the City agrees to design, install, and maintain a set of two (2) solar school flasher signals.

**BACKGROUND / DISCUSSION:**

The El Paso Independent School District (EPISD) requested a total of two (2) school traffic signs with two (2) solar powered school flasher signals along Hayes Ave. between N. Copia St. and N. Stevens St. to serve Navarrete Middle School located at 3501 Hayes Ave.

The total cost for the project, which includes design, engineering, labor, materials, equipment and all other costs related to the solar signal installation is estimated to be fifty thousand one hundred dollars; an amount that is to be funded one hundred percent (%100) by the El Paso Independent School District (EPISD).

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$50,100.00

Funding Source: Other Outside Sources Fund

Account: 532-4970-580270-32020- Project TBA

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**RESOLUTION**

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

That the City Manager be authorized to sign, on behalf of the City of El Paso, a Traffic Signal Flasher Agreement, between the City of El Paso "City" and El Paso Independent School District "EPISD" for installation of two (2) school traffic signs with two (2) solar powered school flasher signals along Hayes Ave. between N. Copia and N. Stevens St. to serve Navarette Middle School at 3501 Hayes Ave. in the City of El Paso, El Paso County, Texas. EPSID will pay FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00).

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.


**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Renard U. Johnson, Mayor

\_\_\_\_\_  
Laura D. Prine,  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Mona M. Heydarian  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Richard J. Bristol, Director  
Streets and Maintenance Department

THE STATE OF TEXAS §  
  §  
COUNTY OF EL PASO §

**TRAFFIC SIGNAL FLASHER AGREEMENT**

This Agreement is made this \_\_\_ day of \_\_\_\_\_, 2025, by and between the **El Paso Independent School District**, hereinafter “EPISD” and the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as “City.”

**WITNESSETH:**

**WHEREAS**, EPISD has requested the installation of a total of two (2) school traffic signs with two (2) solar powered school flasher signals along Hayes Ave. between N. Copia St. and N. Stevens St. to serve Navarrete Middle School at 3501 Hayes Ave., to be utilized by students, staff and visitors of the schools; and

**WHEREAS**, EPISD has agreed to pay an estimated FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00) for the two (2) solar school flasher signals identified above; and

**WHEREAS**, EPISD and the City desire to enter into an agreement whereby each will bear certain responsibilities regarding installation, maintenance and upkeep of the signals;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. Within thirty (30) days from the date hereof, EPISD shall deliver payment to the City by check in the amount of the estimated FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00) The City agrees that all money paid by EPISD pursuant to this Agreement shall be used solely for the design and replacement installation costs of the two (2) solar powered school flasher signals to be installed by the City at proposed locations along Hayes Ave., approximately at the locations shown in Exhibit “A,” attached hereto and incorporated herein. Those costs shall include, but not be limited to, all costs for design, engineering, labor, materials, equipment and all other costs reasonably related to the solar signal installation. This amount to be paid by EPISD reflects one hundred percent (100%) of the total estimated cost of the installation of the signals, and shall be made pursuant to the requirements of applicable provisions of the El Paso City Code, specifically Section 12.20.190(B). In the event that EPISD’s actual one hundred percent (100%) responsibility exceeds the estimated total above, EPISD shall make such additional payment to the City, within thirty (30) days of its receipt of notice from the City of such additional costs. EPISD’s responsibility for excess/additional costs shall be capped at ten percent (10%) above EPISD’s total actual responsibility under this Agreement. The City will provide written notification to EPISD before proceeding further if the cost of the project is found to exceed the projected budget by more than ten percent (10%).

2. Upon receipt of EPISD's payment of the estimated amount pursuant to this Agreement, the City Traffic Engineer or designee shall proceed with the design and the ordering of materials and parts for the signals in accordance with established City procedures. The City Traffic Engineer or designee shall order the installation and activation of the signals within one hundred twenty (120) days of receipt of EPISD's payment pursuant to this Agreement. The signals shall be designed and installed in accordance with City standards and specifications so as to provide EPISD and the City with the necessary and appropriate control of vehicular and pedestrian traffic, as determined by the City Traffic Engineer. The City shall be entitled to draw upon such funds for payment of costs incurred pursuant to the terms of this agreement.

If the total cost of the signals exceeds FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00) and EPISD fails to provide additional funds, the City shall have the option of not completing the installation and activation of the signals as provided for in this Agreement and will refund to EPISD the estimated amount paid by EPISD, less the costs actually incurred by the City to date.

If the total, actual cost of the signals is less than FIFTY THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$50,100.00)), the City will refund to EPISD, upon the completion of the installation and activation of the signals, any excess funds. Such funds shall be considered excess funds when EPISD's submitted payment exceeds one hundred percent (100%) of the total cost of installation, pursuant to applicable El Paso City Code provisions noted in paragraph 1. The City will cause all work required for the traffic signal installation to be completed as soon as reasonably possible, subject to extensions for reasonable delays that are outside of the City's control.

3. In the event the traffic signal installation and activation have not been substantially completed within eighteen (18) months' time, beginning upon complete execution of this agreement, the City will notify EPISD in writing of the reasons for the delay and the estimated date of substantial completion. At such time, EPISD may request that the City refund to EPISD all money paid by EPISD hereunder and any money drawn from the letter of credit or escrow account, minus the City's engineering, accounting, and design costs for the signals that have been actually incurred to date. Deduction from a refund for such engineering, accounting and design costs shall not exceed TWO THOUSAND AND 00/100 DOLLARS (\$2,000.00). The letter of credit or escrow account shall be released and returned to EPISD within sixty (60) days after receipt of the request from EPISD.

4. All materials and parts used in the construction and installation of the traffic signals shall be and remain the property of the City. The City shall be responsible for maintaining the traffic signals in good repair and operating condition and shall make all necessary repairs thereto and perform all necessary maintenance thereon as and when required, all at the City's sole cost and expense and at no cost or expense to EPISD. EPISD shall provide written notification to the City's Traffic Engineer of any malfunction of such signals.

5. As provided pursuant to this Agreement, and to the extent possible by law, if the City elects to complete the installation and activation of the traffic signals, between the time periods of the execution of this Agreement by the City and EPISD and the completed installation of the traffic

signals, EPISD shall not hold the City liable for any damages which occur during this period because of the conduct of third parties or factors beyond the City's control, and hereby releases the City from such liability. EPISD shall be responsible for providing the City Traffic Engineer with an accurate bell schedule for the affected school, prior to the beginning of each period of time in which school is in session, be it semester, term or otherwise. Such bell schedule shall be provided one (1) month prior to the implementation of any new bell schedule, to allow the City Traffic Engineer, or his designee, to adjust the affected traffic signals accordingly. EPISD shall notify the City Traffic Engineer, in writing, of any change in bell schedule with sufficient time to allow the City Traffic Engineer, or his designee, to adjust the traffic signals' operation schedule. EPISD shall also be responsible for notifying the City Traffic Engineer of any defect, malfunction or problem, with such traffic signals installed pursuant to this agreement.

6. This document contains all of the agreements between the Parties and may not be modified, except by an agreement in writing signed by both Parties.

7. Every provision of this Agreement is intended to be severable. 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 the Agreement.

8. The laws of the State of Texas shall govern the validity, performances and enforcement of this Agreement and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

9. The individual signing this Agreement on behalf of EPISD or on behalf of the City each acknowledge that he/she is authorized to do so and said individual further warrants that he/she has been duly authorized to commit and bind EPISD or the City to the terms and conditions of this Agreement.

10. This Agreement is for the sole benefit of the Parties named herein and can be modified at any time in writing by mutual consent of the Parties without the approval of any third party.

11. Nothing contained herein shall be construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any similar such relationship, or to render any Party liable for the debts or obligations of the other Party hereto.

12. No Party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein

13. This Agreement may not be assigned by either Party without prior written approval of the other.

14. The terms, provisions, and licenses provided herein shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the Parties. There are no third-party beneficiaries of this contract

IN WITNESS WHEREOF, the Parties have executed this Agreement as the day and year first written above.

CITY OF EL PASO

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

El Paso Independent School District

\_\_\_\_\_  
D. Sayavedra  
Name: Diana Sayavedra  
Title: Superintendent

*Approved as to Form*

Signed: Thursday, October 24, 2024

*[Handwritten Signature]*

Signed: Thursday, October 24, 2024

APPROVED AS TO FORM:

\_\_\_\_\_  
*[Handwritten Signature]*  
Mona M. Heydarian  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*[Handwritten Signature]*  
Richard Bristol, Director  
Streets and Maintenance



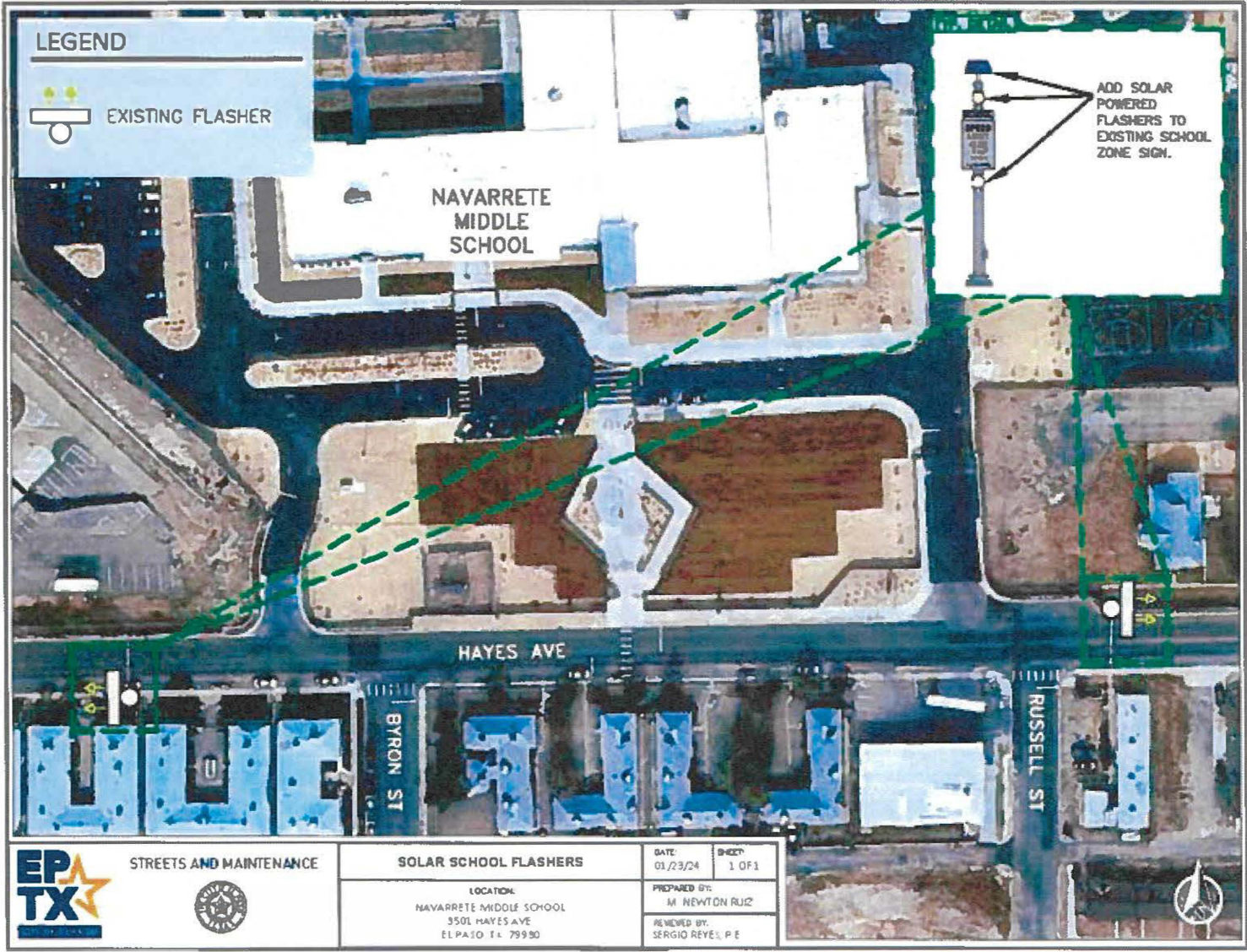


EXHIBIT A

**EP TX** STREETS AND MAINTENANCE



<b>SOLAR SCHOOL FLASHERS</b>		DATE: 01/23/24	SHEET: 1 OF 1
LOCATION: NAVARRETE MIDDLE SCHOOL 3501 HAYES AVE EL PASO TX 79930		PREPARED BY: M. NEWTON RUIZ	
		REVIEWED BY: SERGIO REYES, P.E.	







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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



# Navarrete Middle School Signal Flashers Agreement

Streets and Maintenance Department

CC February 25th, 2025



# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flashers Agreement

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### Strategic Plan Goal:

*7: Enhance and Sustain El Paso's Infrastructure Network*

*7.2: Improve competitiveness through infrastructure improvements impacting the quality of life*

# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flashers Agreement

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### Background information

- EPISD requested the installation of traffic signal flashers for the enhancement of the existing school zone.
- Flashers to be installed along Hayes Ave. between N. Copia St. and N. Stevens St. to serve Navarrete Middle School.
- Total cost of design, engineering, material, and installation is **estimated** to be fifty thousand one hundred dollars (\$50,100.00). This is to be funded 100% by EPISD.

# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flasher Agreement

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# Streets and Maintenance Department

## Navarrete Middle School Traffic Signal Flasher Agreement

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### Requested council action

- Authorize the City Manager to sign an agreement between the El Paso Independent School District and the City of El Paso for the design and installation of two(2) solar powered traffic signal flashers.

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# QUESTIONS?

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## Mission

Deliver exceptional service and support a high quality place for our community



## Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



## Values

Integrity, Respect, Excellence, Accountability, People



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## Misión

Brindar servicios exce  
respaldar una vida y u  
calidad para nuestra comunidad



## Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



## Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas