

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

AGENDA DATE: October 12, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-7003

DISTRICT(S) AFFECTED: Citywide

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network
All

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system
All

SUBJECT:

A resolution authorizing the Mayor to sign, on behalf of the City of El Paso, an Interlocal Agreement between the City of El Paso ("City") and The University of Texas at El Paso ("UTEP"), whereby UTEP will provide traffic collision data analysis and mitigation measurements for use in the Intersection Safety Improvement Program being developed by the City's Streets and Maintenance Department, in exchange for the City paying UTEP \$38,160.00 over the Term of the Interlocal Agreement.

BACKGROUND / DISCUSSION:

This agreement is a sub-agreement stemming from our 2018 MOU with UTEP.

The purpose of the agreement is to improve safety at street intersections in the City by analyzing data for fatal and serious injury crashes and prioritizing the vulnerable users, through the implementation of the Intersection Safety Improvement Program (ISIP).

UTEP has staff qualified to analyze relevant traffic-related data and provide recommendations for improving safety at intersections. UTEP is to produce and deliver a written Project Report with a minimum of the top 10 ranking intersections with countermeasures, conceptual renderings and preliminary cost estimate.

PRIOR COUNCIL ACTION:

Funding approved with FY22 Budget

AMOUNT AND SOURCE OF FUNDING:

\$38,160.00 – General Fund - 1000-532-32020-53203 Public Access Maintenance (Intersection Safety Improvement Program funding)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Richard Bristol

(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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (“City”) and The University of Texas at El Paso (“UTEP”), for the period beginning October 18, 2021 through March 21, 2022 (“Term”), whereby UTEP will provide traffic collision data analysis and mitigation measurements for use in the Intersection Safety Improvement Program being developed by the City’s Streets and Maintenance Department; for which the City will pay UTEP \$9,540.00 for four months, for a maximum compensation not to exceed \$38,160.00 over the Term.

APPROVED this ____ day of _____, 2021.

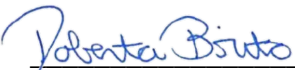
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

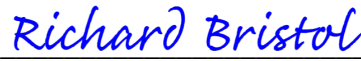
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

This Interlocal Agreement (Agreement) is made between the **CITY OF EL PASO**, a Texas municipal corporation organized and existing under the laws of Texas (“City”), and **THE UNIVERSITY OF TEXAS AT EL PASO** (“UTEP”) (collectively, the “Parties”).

WHEREAS, the Texas Interlocal Cooperation Act, Texas Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for the provision of governmental functions and services or to study the feasibility of the performance of a governmental functions or service by an Interlocal contract; and

WHEREAS, the City has set a goal of achieving zero traffic fatalities in the City and has embarked on a plan to improve traffic safety, including the creation of an Intersection Safety Improvement Program (“ISIP”); and

WHEREAS, the objective of ISIP is to improve safety at street intersections in the City by analyzing data for fatal and serious injury crashes and prioritizing the vulnerable users; and

WHEREAS, UTEP has staff qualified to analyze relevant traffic-related data and provide recommendations for improving safety at street intersections; and

WHEREAS, the City wishes to contract with UTEP to perform services to assist with the ISIP.

NOW THEREFORE, in consideration of the terms and conditions herein, the Parties agree as follows:

SECTION 1. SERVICES.

UTEP shall provide services to the City in accordance with the provisions detailed in Attachment “A” (“Services”) and within the timeline detailed in Attachment “B” (“Project Timeline”).

SECTION 2. COMPENSATION.

A. PAYMENT. The City shall pay UTEP a monthly payment of \$9,540.00, for four months, for the services described in Attachment “A”.

B. NOT TO EXCEED AMOUNT. The amount paid by City to UTEP during the Term of this Agreement shall not exceed \$38,160.00.

C. INVOICING. The City shall make the monthly payments upon receipt of UTEP’s invoice for services performed during the prior month. UTEP shall send its first invoice to the City in November

2021, for services performed in October 2021. All contract payments shall be made in accordance with the City's Account Payable Policy unless otherwise stated in this contract. The City of El Paso will make no advance payments for the goods and/or services that are subject of this contract, unless otherwise noted in the Form of Contract.

Invoices may be submitted on no more than a monthly basis. Invoices submitted for services rendered shall be forwarded to:

Accounts Payable
City of El Paso
7968 San Paulo
El Paso, TX 79907

or

SAM-Accounting@elpasotexas.gov

NOTE: All vendors must accept an ACH payment effective immediately. Vendors must fill-out the Accounts Payable Direct Deposit Sign-Up Form to facilitate the Automated Clearing House (ACH) payment process.

D. PAYMENT FROM CURRENT REVENUE. Pursuant to Section 791.011 (d) (3), Texas Government Code, any financial obligations by either party hereunder shall be paid solely from current revenues available to that respective party.

SECTION 3. TERM.

This Agreement shall commence on October 18, 2021 ("Effective Date") and terminate on March 21, 2022 ("Term").

SECTION 4. NO INDEMNIFICATION.

A. NO INDEMNIFICATION. Neither party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.

B. EACH PARTY RESPONSIBLE FOR OWN CLAIMS. Each party must handle any claims resulting from their action pursuant to this Agreement.

C. EACH PARTY RESPONSIBLE FOR OWN ACTIONS. Each party will be responsible for the acts or omissions of its respective representatives.

SECTION 5. INSURANCE.

The Parties acknowledge that UTEP is self-insured.

SECTION 6. TERMINATION.

This Agreement may be terminated as provided in this Section.

A. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least thirty (30) calendar days before termination. Any party providing work under this Agreement will halt all work when the termination notice is sent by the terminating party or when received by the non-terminating party.

B. TERMINATION FOR CAUSE. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party shall provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least fifteen (15) calendar days to the non-terminating party to cure such failure.

SECTION 7. NOTICE.

Notices required herein shall be mailed, postage prepaid, to the following:

CITY: City of El Paso
Attn: Richard Bristol, Director
Streets and Maintenance Department
7968 San Paulo Drive
El Paso, Texas 79907

COPY TO: City of El Paso
Attn: Jiann-Shing Yang, City Traffic Engineer
Streets and Maintenance Department
7968 San Paulo Drive
El Paso, Texas 79907

UTEP: The University of Texas at El Paso
Attn: Dr. Kelvin Cheu, Professor
Department of Civil Engineering
500 W University Ave
El Paso, TX 79968-8900
915-747-5717
rcheu@utep.edu

COPY TO:

The University of Texas at El Paso
Office of Research and Sponsored Projects
Attn: Mr. Cory J Brown, Senior Research
Administrator
500 W University Ave
El Paso, TX 79968-8900
915-747-5732
cjbrown5@utep.edu
ORSPRA@utep.edu

SECTION 8. GENERAL PROVISIONS.

A. INDEPENDENT CONTRACTOR. This Agreement does not create an employee-employer relationship between the Parties. As such, the City is not subject to the liabilities or obligations UTEP obtains under the performance of this Agreement.

B. GOVERNING LAW AND VENUE. This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed by the laws of Texas. Venue shall be in El Paso County, Texas.

C. GOVERNMENTAL FUNCTION. The Parties agree that, in all things relating to this Agreement, the Parties are performing governmental functions, as defined by the Texas Tort Claims Act. The Parties further agree that every act or omission of the City or of UTEP that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

D. COMPLIANCE WITH LAWS. The Parties will comply with all applicable laws, regulations, and requirements relating to the obligations under this Agreement. Further, the Parties will make available such information and records as may be reasonably requested in writing by the other party to facilitate compliance with law, except for records that are confidential and privileged by law.

E. NO ASSIGNMENT. This Agreement may not be assigned or transferred in any way.

F. SEVERABILITY. If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section, provided that any invalid portions are not material to the overall purpose and operation of this Agreement. The remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. NO WAIVER. Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.

H. CAPTIONS. The captions of the various sections of this Agreement are for reference only and shall not alter the terms and conditions of this Agreement.

I. TIME IS OF THE ESSENCE. Times and dates specified herein are material to this Agreement.

J. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any circumstances beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

K. ENTIRE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the Parties and shall not be amended or modified except by written instrument signed by both Parties.

L. AUTHORITY TO CONTRACT. The person signing this document on behalf of UTEP warrants that he or she has been duly authorized to sign this Agreement on behalf of UTEP and to bind the organization, its officers, agents and employees.

M. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries to this Agreement.

N. SURVIVAL. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

(Signatures follow on next page)

Signature Page

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

**THE UNIVERSITY OF TEXAS
AT EL PASO**

Roberto A
Osegueda

Digitally signed by Roberto A Osegueda
DN: cn=Roberto A Osegueda, o=The University of
Texas at El Paso, ou=Vice President for Research,
email=osegueda@utep.edu, c=US
Date: 2021.10.09 10:21:21 -0600

Dr. Roberto A Osegueda
Vice President for Research

ATTACHMENT “A” SERVICES

UTEP shall provide the following services to the City:

1. Review and recommend revisions in the overall development and process of the ISIP. Include all recommended revisions as a supplement to the Project Report.
2. Acquire relevant traffic collision data from TxDOT’s Crash Record Information System (“CRIS”) and relevant collision mapping from the City.
3. Analyze the CRIS data and the relevant collision mapping from the City by organizing the records by intersections; types of collisions (i.e. right-angled, left-angled, side swipe); type of user (i.e. pedestrians, motorcycles bicyclists, drivers); severity (i.e. property damage only, injury, fatal); and collision contributing factors (i.e. distracted driving, speeding, driving while intoxicated).
4. Identify and rank 20 (twenty) intersections with the highest risks of traffic collisions by fatality rate; by collision rate; and by collision frequency.
5. For a minimum of the top 10 (ten) ranked high-risk intersections identified in Subparagraph 1.4, develop short-term and long-term countermeasures, including infrastructure modifications; create conceptual renderings of the modifications; and determine preliminary cost estimates for the modifications.
6. Produce and deliver a written Project Report to the City four months after the Effective Date of the Agreement. The Project Report shall include:
 - a. list of data acquired from CRIS and the City (pursuant to Paragraph 2, above);
 - b. traffic collision analysis by intersections, types of collisions, types of users, severity, collision contributing factors (pursuant to Paragraph 3, above);
 - c. list of intersections with the highest risks of traffic collisions by fatality rate; collision rate; and collision frequency (pursuant to Paragraph 4, above);
 - d. for each identified high-risk intersection listed, the recommended improvement plan, conceptual rendering, and preliminary cost estimates of the improvement (pursuant to Paragraph 5, above).
 - e. any recommended revisions in the overall development and process of the ISIP.

The services detailed in Paragraphs 1 through 6 of this Exhibit “A” shall be completed in accordance with the Project Timeline attached as Exhibit B.

**ATTACHMENT B
PROJECT TIMELINE**

Task	Project Month 1 (Oct. 18 – Nov. 17)	Project Month 2 (Nov. 18 – Dec. 17)	Project Month 3 (Dec. 18 – Jan. 17, 2022)	Project Month 4 (Jan. 18 – Feb. 17, 2022)
1. Review & recommend revisions in the overall development and process of the ISIP.	X	X		
2. Acquire relevant traffic collision data from TxDOT’s CRIS & relevant collision mapping from City.	X			
3. Analyze CRIS & relevant collision mapping from City by organizing records by intersections; types of collisions; type of user; severity; & collision contributing factors.	X	X		
4. Identify the intersections with highest risks of traffic collisions by fatality rate; collision rate; & collision frequency.		X		
5. For each high-risk intersection identified in Subparagraph 1.4, develop short-term & long-term countermeasures; create conceptual renderings of the modifications; & determine preliminary cost estimates.			X	X
6. Produce & deliver written Project Report, as specified in Paragraph 6 of Exhibit “A”.			X	X

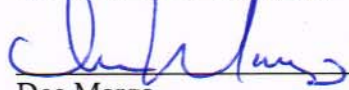
RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement with The University of Texas at El Paso ("UTEP") to collaborate to identify research and educational projects related to matters that concern the community in the City of El Paso for an initial term beginning on the date of the last signature of the Agreement and ending on December 31, 2022, and successive automatic one-year renewals after the initial term at no cost to the City; and that each identified project will be approved separately by the parties in writing pursuant to applicable laws and procedures.


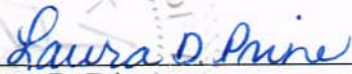
ADOPTED this 26th day of June, 2018.

THE CITY OF EL PASO



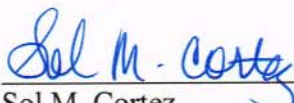
Dee Margo
Mayor

ATTEST:

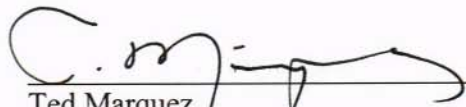
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Ted Marquez
Deputy City Manager

27.1

CITY CLERK DEPT.
2018 JUN 20 PM2:01

THE STATE OF TEXAS

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§

INTERLOCAL AGREEMENT

COUNTY OF EL PASO

This Interlocal Agreement (the "Agreement") is entered into on 26 June, 2018 between the **CITY OF EL PASO** (the "City") and **THE UNIVERSITY OF TEXAS AT EL PASO** ("UTEP"), witnesseth:

RECITALS

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code, §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for governmental functions and services, including all or part of a function in the area of engineering and other governmental functions in which the contracting parties are mutually interested; and

WHEREAS, both parties have a mutual interest in education, research, development, deployment and evaluation of technology and analytically based solutions to the problems facing the City and other communities, cities, counties and metropolises around the globe; and

WHEREAS, both parties also desire to create a pathway for students to remain in and contribute to the City after graduation; and

WHEREAS, both parties understand that this Agreement does not represent a commitment on behalf of either party to pursue specific projects or partnerships and future projects may require subsequent agreements between the parties and may be subject to Council approval.

NOW THEREFORE, in consideration of the terms and conditions herein, it is mutually agreed as follows:

1. PURPOSE OF INTERLOCAL AGREEMENT

The purpose of this Agreement is to set forth the terms and understandings between the parties in which to pursue their mutual interest in education, research, development, deployment and evaluation of the problems facing the City and ensuring the communication and coordination necessary to implement research and educational projects to be agreed upon by the parties in writing. Any future projects between the parties will be approved by the City pursuant to applicable laws and procedures and the appropriate parties on behalf of UTEP.

2. DUTIES OF THE CITY.

2.1 The City shall designate point of contact on behalf of the City.

2.2 The City will collaborate with UTEP to identify challenges that UTEP research and/or educational projects might address.

3. DUTIES OF UTEP.

- 2.1 UTEP shall designate point of contact on behalf of the university.
- 2.2 UTEP will collaborate with the City to identify research and/or educational projects that might help address City challenges.

4. SHARED DUTIES. The City and UTEP will meet periodically to discuss the potential projects identified and:

- a. Reach agreements on which projects to pursue and concurring on a plan for implementation for each agreed upon project;
- b. Monitor progress and prospects for each project;
- c. Any agreed upon future project will be subject to its own negotiated agreement and any approval processes required by each of the parties, including but not limited to approval by City Council and any approval processes required by UTEP.

5. FUTURE FUNDING.

This Agreement is not a commitment of payment to either party on behalf of the other party. When funding is needed by either party to pursue an agreed upon project, then the funding may be pursued according to the agreement for that project. The parties understand that appropriation of either party's funds is subject to applicable law, rules and procedures.

6. TERM AND TERMINATION.

This Agreement is at will and may be modified in writing by mutual consent of authorized officials from each party. The initial term of this Agreement shall be effective on the date of last signature below and shall terminate on December 31, 2022. The Agreement shall then automatically renew for successive one-year terms unless terminate by either party upon thirty (30) days advance written notice to the other party.

7. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by deposit in the United States Postal Service, first class, return receipt requested:

TO THE CITY:	The City of El Paso C/O Office of the Mayor 300 N Campbell El Paso, TX 79901	COPY: City Manager 300 N. Campbell El Paso, TX 79901
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TO UTEP:	The University of Texas at El Paso Attn. Provost and Vice President for Academic Affairs 500 W. University Ave El Paso, TX 79968
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8. MISCELLANEOUS.

8.1 Each party shall bear its own cost of participation in this Agreement.

8.2 For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

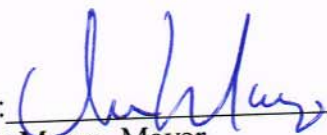
8.3 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.


8.4 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both/all parties.

IN WITNESS WHEREOF this Agreement has been executed on behalf of The University of Texas at El Paso and the City of El Paso in the manner provided by law.

THE CITY OF EL PASO

The University of Texas at El Paso

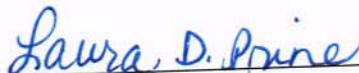
By: 
Dee Margo, Mayor

By: 
Carol Parker, J.D.
Provost and Vice President for Academic
Affairs

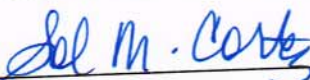
Date: 06/20/2018

Date: 6/14/18

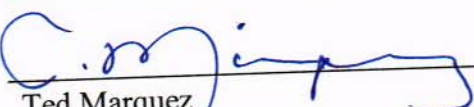
ATTEST


Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Ted Marquez
Deputy City Manager