

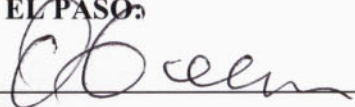
RESOLUTION

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 January 31, 2023 through January 15, 2024 ("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 4 payments of \$21,068.00 every two months and final payment of \$21,071.98 upon delivery of final report, for a maximum compensation not to exceed \$105,343.98 over the term.

APPROVED THIS 31st DAY OF January 2023.

CITY OF EL PASO:



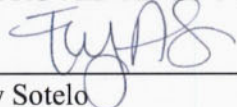
Oscar Leeser
Mayor

ATTEST:



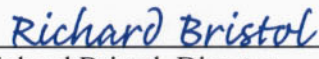
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department

STATE OF TEXAS)

)

INTERLOCAL AGREEMENT

COUNTY OF EL PASO)

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 "A" ("Project Timeline").

SECTION 2. COMPENSATION.

A. **PAYMENT**. The City shall pay UTEP four payments of \$21,068.00 every two months and final payment of \$21,071.98 after delivery of the final report, 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 \$105,343.99.

C. **INVOICING**. The City shall make the payments upon receipt of UTEP's invoice for services performed during the prior two months. UTEP shall send its first invoice to the City in March

2023, for all services performed through March 30, 2023 as required in Attachment A. 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:

City of El Paso
Streets and Maintenance
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 January 31, 2023 ("Effective Date") and terminate on January 15, 2024 ("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.

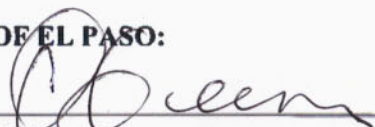
- A. INDEPENDENT CONTRACTOR. This Agreement does not create an employee-employer relationship between the Parties. As such, the City is not subject to the liabilities or obligations UTEP obtains under the performance of this Agreement.
- B. GOVERNING LAW AND VENUE. This Agreement is entered into in the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


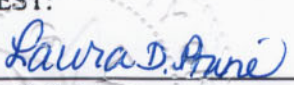
(Signatures follow on next page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

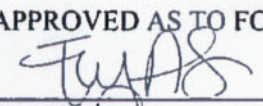
CITY OF EL PASO:


Oscar Leeser
Mayor

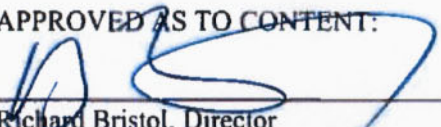
ATTEST:



Laura D. Prine
City Clerk

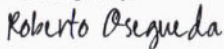
APPROVED AS TO FORM:


Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:


Richard Bristol, Director
Streets and Maintenance Department

DocuSigned by:


Roberto A Osegueda

FC7DF189AAB444A...

1/19/2023

Dr. Roberto A Osegueda
Vice President for Research
University of Texas at El Paso

Intersection Safety Improvement Project (ISIP) Phase 2

Date: November 29, 2022

This proposal is for Phase 2 of the recently completed project. In Phase 1, the UTEP team led by Dr. Kelvin Cheu analyzed the records of traffic crashes that occurred in the City of El Paso from January 1, 2016 to October 18, 2021. Using these data, the team identified the top 50 intersections within the City of El Paso that had the highest risks of collision. For the top 10 intersections, they had proposed safety improvement plans, conceptual renderings, cost estimates and benefit-cost analyses.

In Phase 2, UTEP shall provide the following services to the City:

1. Expand the crash records to cover the period from 1 January 2016 to 31 December 2021 and identify the top 100 high-risk intersections based on the expanded data set.
2. Select from among the list of top 100 intersections, 30 intersections maintained by the City of El Paso that have the highest risk of collision.
3. Acquire, from TxDOT's Crash Report Information Systems (CRIS), the relevant reports of the crashes that occurred from January 1, 2016 to December 31, 2021, at the 30 intersections identified in Task 2. Construct intersection collision diagrams for each intersection.
4. Perform field observations to identify operational issues at the 30 intersections.
5. Collect and analyze intersection drawings, signal timing sheets, past improvement plans and relevant information at these 30 intersections provided by the City.
6. Propose short-term, middle-term and long-term intersection safety countermeasures for each intersection, accompanying by conceptual rendering.
7. Perform cost estimates of each intersection's short-term, middle-term and long-term intersection safety countermeasures and benefit-cost analyses.
8. Produce and deliver a written Final Report to the City. The Final Report shall include:
 - a. The list of 100 intersections identified in Task 1.
 - b. The list of 30 high-risk intersections selected in Task 2.
 - c. For each of the 30 intersections:
 - i. Collision analysis by collision type, severity, and likely contributing factors.
 - ii. Proposed short-term, medium-term and long-term improvement plans, the conceptual rendering, cost estimates and benefit-cost analysis

Project timeline:

This project will start as soon as both the City of El Paso and UTEP have fully executed the Agreement. This project is expected to last 11.5 (eleven and a half) calendar months, from January 16, 2023 to December 31, 2023, with the respective tasks being executed over the 11.5 months as follows:

Task no.	Task description	Month in 2023											
		Jan#	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				Intersections 1-10			Intersections 11-20			Intersections 21-30			
1	Expand the crash data set and list of top 100 high-risk intersections.	X	X										
2	Select the top 30 high-risk intersections maintained by the City.		X										
3	Acquire CRIS data and perform intersection collision diagram analysis			X			X			X			
4	Conduct field observations				X			X			X		
5	Collect and analyze intersection drawings, signal timing sheets, past improvement plans and relevant information				X			X			X		
6	Propose short-term, middle-term and long-term intersection safety countermeasures, conceptual rendering					X			X			X	
7	Perform cost estimations and benefit-cost analyses					X			X			X	
8	Produce final report		X	X	X	X	X	X	X	X	X	X	X

Project will start on Jan 16, 2023.

The 30 intersections selected in Task 2 will be divided into 3 groups of 10 (intersections 1 to 10, 11 to 20, and 21 to 30). The UTEP team will perform Tasks 3 to 7 for intersections 1 to 10, before moving on the intersections 11 to 20, and then intersections 21 to 30.

Budget and Budget Justification

The requested budget for this 11.5-month (49.83 weeks) project is **\$105,343.98**. The budget calculation is attached on the following page. The budget justifications are described below:

Salary for Researchers:

Dr. Kelvin Cheu will lead students in the UTEP research team. He will supervise the research assistants in data analysis, field works, attend project meetings, edit the report, etc. He will spend a total of 174 hours for this project. He will charge 100% effort of one summer month of salary of **\$12,999.00** to this project¹.

Three (3) students will be necessary to complete the tasks:

One master student will lead two undergraduate students. The master student will receive the standard research assistant appointment for all master students at \$3,111.00/month. The student will be appointed at 50%-time (the maximum percent permitted by UTEP) for 11.5 months. The total budget allocated to the salary for hiring this master student is **\$17,889.00**².

Each of the two undergraduate students will be paid 19 hours per week (the maximum hours permitted by UTEP) for 49 weeks, at the rate of \$15/hour. The total budget for the two undergraduate students is **\$27,930.00**³.

Salary for Support Staff:

Tania Licon in the Center for Transportation Infrastructure Systems at UTEP who is trained as a specialist to manage interlocal contracts will devote 5% of her time for 11.5 months for this project. She will handle student appointments, payroll, invoice, and other internal administrative works related to this project. Her salary is \$4,767.00/month. She will charge 5% of her 11.5 months of salary, equivalent to **\$2,741.00** to the project budget⁴.

Total faculty, student and staff salary = **\$61,559.00**

Fringe benefits:

Fringe benefits are calculated at UTEP's current standard rates. The standard rates are based on percent of monthly salary instead of hours/week.

For a full-time faculty member, the rate is \$898.48/month + 16.72% of monthly salary.

¹ UTEP's faculty salary for research project is calculated based on percent effort × no. of months × monthly salary.

² UTEP's master student salary is calculated based on percent effort × no. of months × monthly salary.

³ UTEP's undergraduate students are not salary employee. They are paid by the hours. Their budget is calculated by no. of hours/week × no. of weeks × hourly rate.

⁴ UTEP's staff salary for research project is calculated based on percent effort × no. of months × monthly salary.

For Dr. Cheu's salary of \$12,999.00/month, the fringe benefit amount will be **\$3,072.00**.

For a master student, the rate is \$254.52/month + 0.18% of monthly salary. The graduate student salary is \$3111.00/month appointed at 50%-time. This results in fringe of **\$2,958.00** for 11.5 months.

For an undergraduate student, the rate is 0.18% of the allocated budget. Since the budget for undergraduate students is \$27,930.00, the corresponding amount for fringe is **\$50.00**.

For a full-time staff member, the rate of fringe benefit is \$898.48/month + 17.22% of monthly salary. For Tanis Licon, her monthly salary is \$4,767.00/month. With her spending 5% time per month on this project for 11.5 months, the calculated fringe is **\$989.00**.

Total fringe benefits = **\$7,069.00**

Direct cost:

Total salary and fringe benefits = **\$68,628.00**

Indirect cost:

53.5% is added to the direct cost for the use of university facilities. This is the UTEP standard rate for government contracts. The 53.5% is to cover building depreciation, equipment depreciation, interest, operation and maintenance, library, administrative

Indirect cost = **\$36,715.98**

Total project cost

Direct cost + indirect cost = **\$105,343.98**

The table below shows how the hourly rates are calculated:

		Salary	Fringe	Total	Indirect	Total	Hours	Hourly Rate
Dr. Cheu	1.0 summer months at 100%	\$12,999.00	\$3,072.00	\$ 16,071.00	\$ 8,597.99	\$ 24,668.99	174	\$ 141.78
MS Student	11.5 months at 50% effort	\$17,889.00	\$2,958.00	\$ 20,847.00	\$ 11,153.15	\$ 32,000.15	1000	\$ 32.00
Undergraduate Students (2)	49 weeks, 19 hours per week, \$15/hour	\$27,930.00	\$ 50.00	\$ 27,980.00	\$ 14,969.30	\$ 42,949.30	1862	\$ 23.07
Tania Licon	11.5 months at 5% effort	\$ 2,741.00	\$ 989.00	\$ 3,730.00	\$ 1,995.55	\$ 5,725.55	100	\$ 57.26
Total		\$61,559.00	\$7,069.00	\$ 68,628.00	\$ 36,715.98	\$105,343.98		

Invoice and Payment

UTEP will invoice the City of El Paso and the City of El Paso will pay UTEP in five equal payments as follows:

- 20% at the end of month 2 (\$21,068.00 on March 15, 2023)
- 20% at the end of month 4 (\$21,068.00 on May 15, 2023)

- 20% at the end of month 6 (\$21,068.00 on July 15, 2023)
- 20% at the end of month 8 (\$21,068.00 on September 15, 2023)
- 20% after the delivery of the final report (\$21,071.98 on 31 December, 2023)