

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority (CRRMA) requires traffic control assistance from time to time when constructing and/or operating its various transportation projects within the City of El Paso; and

WHEREAS, the City of El Paso (City), through the El Paso Police Department is permitted to provide such traffic control assistance, subject to certain requirements and the CRRMA and City therefore desire to establish procedures by which the CRRMA may request and the City may provide such traffic control assistance; and

WHEREAS, the CRRMA Board further desires to authorize its Executive Director to request and fund such traffic control services when deemed necessary and when such applicable project budgets permit the use of such services.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Executive Director be authorized to execute a Memorandum of Agreement with the City of El Paso related to the provision of traffic control services by the El Paso Police Department to the CRRMA, as needed from time to time; and **THAT** the Executive Director be authorized to utilize such traffic control services, when a project has available funds.

PASSED AND APPROVED THIS 10TH DAY OF FEBRUARY 2016.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joe D. Wardy, Vice Chair

Susan A. Melendez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, entered into by and between the City of El Paso, hereinafter called the “City” and the Camino Real Regional Mobility Authority, herein after called the “RMA”.

WHEREAS, the RMA will be performing construction work at various locations within the City limits of El Paso, and is in need of occasional traffic control assistance from the City of El Paso and its Police Department.

NOW, therefore, the parties hereby agree as follows:

1. **CONTRACT PERIOD.** This agreement supersedes the prior agreement related to these matters between the parties dated January 25, 2011 and becomes effective upon final execution by both parties, and shall remain in effect and will continue for an initial term of one (1) year from the effective date, and thereafter will automatically renew for consecutive one (1) year terms, unless written notice of non-renewal is provided by either party to the other at least thirty (30) days prior to the expiration of the then current term. This agreement may also be terminated or modified as hereinafter provided.
2. **SERVICES.**
 - A. The El Paso Police Department will assign such number of police officers as the Police Department deems appropriate to provide traffic control assistance, as defined under this agreement, at such times when the assistance is requested by a RMA Representative and the Police Department is able, and agrees, to provide the assistance; provided, however, that only officers/detectives or sergeants shall be utilized pursuant to this agreement. The RMA shall endeavor to provide all requests and cancellations for traffic control to the Police Department Representative at least three (3) business days prior to the time when the RMA will be in need of the assistance. A minimum period of three (3) hours shall be reimbursed per request for traffic control assistance in which police personnel are used. The RMA will be responsible for reimbursement of the three (3) hour minimum period for each officer assigned to assist in traffic control, if cancellation of the requested assistance is not made within two (2) hours of anticipated service commencement. The officers assigned to provide traffic control assistance under this agreement will be City employees at all times.
 - B. The City may provide police traffic control assistance, as defined in this agreement, on any roadway or highway within the city limits.
 - C. When performing services under this agreement, the officer(s) will use City vehicles and equipment as is available and as is provided to them in the normal course and scope of their employment with the City. The officers may also carry

radios or phones that the RMA may furnish and that would allow direct contact with the officers by supervisors at the construction sites.

- D. The primary function of the officers is to provide traffic control assistance, as needed by the RMA and its construction crews, contractors, and maintenance forces. Activities for which officers may be required to provide traffic control assistance may include, but are not limited to, the setup of traffic control devices, redo striping configurations, various construction or maintenance activities, insuring compliance with any and all traffic laws in or adjacent to any RMA project site, or any other activities that will place workers in or near lanes of traffic.
 - E. The officers, within their discretion, may take permissible law enforcement action when appropriate.
 - F. Nothing in this agreement shall create any additional legal duties or responsibilities to the RMA, its employees, agents and contractors and their employees and agents working at the construction or maintenance site and to the public traveling through the construction or maintenance site other than those general duties to provide police protection and traffic control assistance that may already exist as to the general public.
 - G. Nothing in this agreement shall limit or eliminate the need for the RMA, its employees, agents and contractors to utilize the 911 reporting system to make calls for service in the event of an emergency.
3. COMPENSATION. The RMA will reimburse the City for all personnel and normal vehicle operation costs that the City incurs in providing the police traffic control services under this agreement. Such sum shall include: salary, benefits and overtime pay for the officers, as well as vehicle expenses incurred for the operation and use of the City's vehicles while performing the traffic control assistance under this agreement. The RMA will reimburse the City for vehicle expenses at the rate set by City Code from time to time. Current vehicle usage rate is \$22.94 per hour.
4. PAYMENT.
- A. The City shall submit a billing statement to the RMA monthly and upon termination of this agreement.
 - B. An original and one (1) copy of the billing statement shall be submitted to the following address, or such address provided in writing by the RMA:

Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
ATTN: Executive Director
 - C. All billing statements shall be properly documented, summarizing the costs by

number of hours for service for each officer and related costs, and for all other incidental costs.

- D. The RMA will make payment to the City of El Paso within thirty (30) days from receipt of the City's request for payment, provided that the request is properly prepared, executed and documented.

5. DEPARTMENTAL MOBILIZATION. The El Paso Police Department reserves the right to assign the officers to their police functions in the event of a critical incident that requires a call-up of personnel under the Department's Mobilization Plan.
6. TERM AND TERMINATION. The City and the RMA both reserve the right to limit funding or limit or cancel this agreement upon the giving of ten (10) days written notice to the other party. Written notice shall be directed to:

City Manager
City of El Paso
300 N. Campbell, 2nd Floor
El Paso, Texas 79901

A copy of this notice shall also be directed to:

Chief of Police
911 N. Raynor
El Paso, Texas 79903

Written notice to the RMA shall be directed to:

Camino Real Regional Mobility Authority
300 N. Campbell, 2nd Floor
El Paso, Texas 79901
ATIN: Executive Director

7. LEGAL RELATIONSHIP. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and the RMA and the City shall at all times be deemed to be an independent contractor of the RMA. Each party is responsible for their own acts and deeds and for those of their agents, employees, and contractors during the performance of any work or services. The City shall not be subject to any obligations or liabilities of the RMA for the construction or maintenance work being performed by the RMA, its employees, and contractors.
8. REPRESENTATIVES.
- A. The City's Representative shall be the Police Chief, or designee, hereinafter referred to as the "City Representative." The City Representative will act on behalf of the City to receive the requests from the RMA Representative for traffic control assistance and to direct the assignment of officers to perform the services under this agreement.
- B. The RMA's Representative shall be the RMA's Executive Director, or designee,

hereinafter referred to as the "RMA Representative." The RMA Representative will act on behalf of the RMA to make the requests to the City Representative for traffic control assistance in accordance with this agreement.

- 9. LAW GOVERNING AGREEMENT. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this agreement. Venue shall be in the courts in El Paso, County.
- 10. ENTIRE AGREEMENT. This agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than in writing signed by the parties hereto or their respective successors in interest.
- 11. SEVERABILITY. If any provision of this agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this agreement will not be affected, and in lieu of each provision which is found to be illegal, in valid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid and enforceable.
- 12. COMPLIANCE WITH LAWS. The City and the RMA shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and orders and decrees of any court, administrative bodies, or tribunals in any manner affecting the performance of the agreement.

WITNESS the following signatures and seals:

THE CITY OF EL PASO

Tomás Gonzalez
City Manager

Date: _____

APPROVED AS TO FORM:

Oscar G. Gabaldón, Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:

Greg Allen
Chief of Police

CAMINO REAL
REGIONAL MOBILITY AUTHORITY

Raymond L. Telles
Executive Director

Date: _____