

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

CITY CLERK DEPT.
2018 MAR 14 AM 7:51

DEPARTMENT: Capital Improvement

AGENDA DATE: March 20, 2018

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, (915) 212-1845
Jay Banasiak, Director Mass Transit (915) 212-3300

DISTRICT(S) AFFECTED: 1 & 8

STRATEGIC GOAL: No 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

Discussion and action on a Resolution authorizing the Mayor to sign an Interlocal Agreement for acceptance of the Streetcar Project between the City of El Paso and the Camino Real Regional Mobility Authority for acceptance and transfer of the Streetcar Project from the CRRMA to the City.

BACKGROUND / DISCUSSION:

Camino Real Regional Mobility Authority (CRRMA) is developing a project known locally as the El Paso Streetcar Project and this project will ultimately be owned and operated by the City of El Paso. The Streetcar Project includes the construction of several key project components such as the Maintenance and Storage Facility, the Railcars, the Trackworks, the train wayside communications system, the overhead contact system, the traction power substations, all landscaping, stops, loading platforms and islands, furnishings, illumination, striping, and other fixtures not part of the previous categories, and striping done on Oregon St. and Stanton St. Each project component will be completed on different dates by its respective contractor as the contractors advance in the completion of the Streetcar Project

SELECTION SUMMARY:

N/A

PROTEST

☐ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ Not Applicable (Routine)

If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Funding Source: October 22, 2014 Texas Department of Transportation Advance Funding Agreement

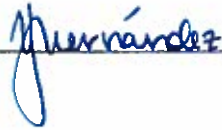
Amount: \$97 million

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

_____

CITY CLERK DEPT.
2018 MAR 14 AM 7:52

RESOLUTION

WHEREAS, the Camino Real Regional Mobility Authority ("CRRMA"), is developing a transportation project known locally as the El Paso Streetcar Project (the "Streetcar Project"), which includes the design and construction of a streetcar route, associated amenities along a 4.8 mile corridor in El Paso and the remanufacture of six original streetcar vehicles; and

WHEREAS, the Streetcar Project will ultimately be owned and operated by the City of El Paso (the "City"), and the City has therefore been coordinating closely with the CRRMA in the development of the Streetcar Project.

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

That the Mayor be authorized to sign an Interlocal Agreement for Acceptance of the Streetcar Project between the City of El Paso and the Camino Real Regional Mobility Authority for the acceptance and transfer of the Streetcar Project from the CRRMA to the City.

APPROVED this ____ day of _____, 2018.

CITY OF EL PASO:

Dee Margo
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:




Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Jay Banasiak, Director
Mass Transit Department

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E., City Engineer
Capital Improvements Department

STATE OF TEXAS § **INTERLOCAL AGREEMENT**
 § **FOR ACCEPTANCE OF THE STREETCAR PROJECT**
COUNTY OF EL PASO §

This Interlocal Agreement for Acceptance of the Streetcar Project ("**Agreement**") is entered into as of the _____ day of _____, 2018 ("**Effective Date**") between the City of El Paso Texas (the "**City**") and the Camino Real Regional Mobility Authority (the "**CRRMA**"), each to be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the City is a Home Rule City operating pursuant to the laws of the State of Texas; and

WHEREAS, the CRRMA is a regional mobility authority created and operating pursuant to Chapter 370 of the Texas Transportation Code and 43 TEX. ADMIN. CODE §§26.1 *et. seq.* and is a body politic and corporate and political subdivision of the State of Texas; and

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

WHEREAS, on May 15, 2012, the City entered into a Professional Services Agreement ("**Professional Services Agreement**") with URS Corporation for preliminary engineering and environmental assessment regarding the development of a transportation project known locally as the El Paso Streetcar Project (the "**Streetcar Project**"); and

WHEREAS, on September 11, 2012, the City entered into a First Amendment to Professional Services Agreement ("**First Amendment**") with URS Corporation to add pre-final, final design, bidding, and construction services to the scope of services in the Professional Services Agreement; and

WHEREAS, on June 22, 2014, the City and the CRRMA entered into an Assignment of Agreement for Professional Services and the First Amendment (collectively referred to as the "**Assignment Agreement**") to assign the Professional Services Agreement to the CRRMA; and

WHEREAS, on October 22, 2014, the State of Texas, through the Texas Department of Transportation, entered into an Advance Funding Agreement with the CRRMA ("**Advance Funding Agreement**") to grant the CRRMA \$97 million to construct the Streetcar Project in accordance with the plans designed by URS Corporation under the Professional Services Agreement and the First Amendment with the City; and

WHEREAS, the Advance Funding Agreement also provided that the City, through its Mass Transit Department ("**Sun Metro**"), shall own, operate, and maintain the Streetcar Project; and

WHEREAS, the Streetcar Project includes the construction of several key components such as the Maintenance and Storage Facility ("**Maintenance Facility**") and the system of tracks and ancillary roadway improvements ("**Trackworks**"); and

WHEREAS, the Streetcar Project also includes the restoration of six PCC rail vehicles (“**Railcars**”) which are currently being restored and remanufactured by Brookville Equipment Corporation (“**Brookville**”) under a Rail Vehicle Contract for Remanufacture of PCC Cars entered with the CRRMA dated October 15, 2015 (“**Remanufacture Contract**”); and

WHEREAS, on October 15, 2015, the CRRMA entered into a Construction Contract (“**Construction Contract**”) with Paso Del Norte Trackworks (“**Paso Del Norte**”) to construct the Streetcar Project; and

WHEREAS, Paso Del Norte is nearing the completion of the construction of several key components of the Streetcar Project; and

WHEREAS, the City and the CRRMA seek to establish the procedures by which the City will accept the various components of the Streetcar Project for ownership, operation, and maintenance.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the Parties hereto, to be by them kept and performed as hereafter set forth, the CRRMA and City do agree as follows:

1. **Definitions.** Any reference to the “**Contractors**” refers to Brookville and Paso del Norte. Any reference to the “**Contracts**” refers to both the Construction Contract and the Remanufacture Contract. For purposes of this Agreement, all defined terms appear in bold face print when first defined in this Agreement. Any reference to the Contracts includes each contract’s respective general conditions, technical specifications, approved change orders, supplemental agreements and plans.
2. **Term.** The term of this Agreement begins as of the Effective Date and ends upon the expiration of all warranties related to the Project Components, as defined below.
3. **The Streetcar Project.** The parties acknowledge the following:
 - a. The goal of the Streetcar Project, as described under the Advance Funding Agreement, is that the CRRMA be authorized to complete the Streetcar Project and that the City ultimately own, operate, and maintain the Streetcar Project.
 - b. The Streetcar Project is comprised of the following key components (“**Project Component(s)**”): (1) the Railcars; (2) the Maintenance Facility; (3) the Trackworks; (4) the train wayside communications system (“**Communications System**”); (5) the overhead contact system (“**OCS**”); (6) the traction power substations (“**TPSS System**”); (7) all landscaping, stops, loading platforms and islands, furnishings, illumination, striping, and other fixtures not part of the previous categories (cumulatively referred to as “**Fixtures**”); and (8) striping done on Oregon St. and Stanton St (“**Oregon Improvements**”).

- c. Each Project Component will be completed on different dates by its respective Contractor as the Contractors advance in the completion of the Streetcar Project.

4. CRRMA Obligations.

- a. The CRRMA is responsible for managing the Contracts and Contractors, including complete oversight of Contractor requirements from the plans and specifications as well as associated timelines. The CRRMA has provided and will continue to provide the City with timelines for completion of the Project Components.
- b. As of the Effective Date of this Agreement, the CRRMA will inform the City in advance of any proposed amendments to or other deviations from the requirements of the Contracts.
- c. Upon completion of the Streetcar Project, the CRRMA will provide the City a hard drive containing a complete electronic set of the Streetcar Project files as well as a budget and expense summary for the Streetcar Project. Such files shall include all plans related to the Streetcar Project including supplemental plans and as-builts, as may be required and in such form and format as required by the Contracts. Such files shall also include approved deviations from the technical plans and specifications including any approvals to substitute specified products or manufacturers under the Remanufacture Contract, copies of the original notice to proceed given to the Contractors and copies of all approved change orders and amendments to the Contracts. As of the Effective Date, the CRRMA will grant the City access to all Streetcar Project Documents through the CRRMA's document management system.
- d. The CRRMA will request that the City is named as an additional insured in all insurance policies required of the Contractors under the Contracts, including during the systems integration and testing periods. The CRRMA will also ensure that the City is a beneficiary for all warranties and any performance bonds and/or maintenance bonds required under the Contracts. The CRRMA will provide the City access to all insurance policies and bonds through the CRRMA's document management system. The CRRMA is solely responsible for its obligations enumerated within the Advance Funding Agreement and will notify the City of any communications from TxDOT related to alleged non-compliance with such obligations. This requirement will survive the Term of this Agreement
- e. As noted above, and as more fully enumerated within the Remanufacture Contract, the CRRMA is responsible for managing the Remanufacture Contract, including required inspections and testing of the Railcars. Any monitoring or site visits desired by the City related to such inspections and testing may be facilitated by the CRRMA, but shall be at the City's sole cost and expense. Any additional inspections or tests on the Railcars that the City deems necessary that are outside of the Remanufacture Contract requirements may be requested by the City but, if performed, shall be completed at the City's sole cost and expense, including any increase in cost to the CRRMA for oversight of such additional activities.

- f. The CRRMA will continue to hold periodic project meetings, which are attended by City staff until completion of the Systems Integration, as defined below. The CRRMA will also continue to attend the bi-weekly project meetings being conducted by the City. Through these meetings, the CRRMA will continue to inform the City of the tests that are to be performed on any of the Project Components or issues identified with any completed tests. Further, these meetings will serve to inform the City of any request by the Contractors for an inspection to determine substantial, or final completion of a Project Component.
- g. Upon request of the City, the City may observe testing performed by the Contractors on any of the Project Components. The CRRMA shall facilitate such observance, but the City shall be responsible for any associated costs.
- h. The CRRMA will continue to keep the City apprised of delivery dates for shipment of the individual Railcars. Upon request of the City, the CRRMA will provide the City access to any impact recorder data or shipping incident reports related to the shipment of the Railcars through the CRRMA's document management system.
- i. The CRRMA, through the Contractors, is responsible for obtaining LEED Silver Certification for the Maintenance Facility.
- j. Prior to performing any inspections to determine substantial completion or conditional acceptance of a Railcar or Project Component, the CRRMA will make available to the City all documents submitted by the Contractors in accordance to the Contracts. The CRRMA will not issue a certificate of substantial completion or shipping release of a Railcar or conditional acceptance of a Railcar without the City Engineer's written concurrence.
- k. The CRRMA will ensure that the Contractors comply with all plan requirements, as they relate to signs, amenities, bus stops, or other right-of-way fixtures that were impacted during the construction of the Streetcar Project
- l. The CRRMA is responsible for any disputes or claims with TXDOT or the Contractors in relation to the CRRMA's activities on the Streetcar Project.
- m. The CRRMA will assign all warranties under the Contracts to the City. The CRRMA will ensure that the City is named as an obligee on all bonds provided under the Contracts. If the CRRMA is unable to assign any warranties to the City or name the City as an obligee on any bonds, then the CRRMA will assist the City in enforcing any warranties or bonds.
- n. The CRRMA will retain Streetcar Project records for the period of time required under the Advance Funding Agreement.

5. City Obligations.

- a. The City hereby designates the City Engineer and the City Manager as the agent of the City authorized to grant any concurrences required under this Agreement.
- b. Provided that the Contractors execute valid license agreements that provide for insurance and satisfactory indemnification or other assurances, the City will allow Contractors access to Project Components that have been accepted by the City, such

that the Contractors may prepare for and complete any and all necessary tests and inspections or other activities required for the completion of the Streetcar Project.

- c. The City will assign City personnel to accompany the CRRMA in tests and inspections of the Project Components.
- d. The City retains responsibility for those obligations identified within the Interlocal Agreement for Project Reimbursements by and between the CRRMA and City, such agreement approved by the City's City Council on October 3, 2017, including the development of the Safety Manuals identified therein. The parties acknowledge that the City is responsible for obtaining all operating and maintenance procedure documents.

6. Final Acceptance of Project Components.

- a. The CRRMA may grant Final Acceptance for each Project Component separately in accordance with the terms of this Agreement. When granting Final Acceptance for the Maintenance Facility, the CRRMA will exclude from the Final Acceptance the traction power substation that is built within the Maintenance Facility, which will be accepted as part of the TPSS System.
- b. The CRRMA will not grant Final Acceptance of a Project Component from the Contractors unless the CRRMA has obtained prior written concurrence from the City's City Engineer, the CRRMA, in conjunction with the City, has completed a thorough inspection of such component and has conferred with the City about the same and can confirm to the City Engineer that the Project Component: (i) satisfies all requirements of the applicable Contract; (ii) is free of any liens; and (iii) has been cleaned as provided for in the applicable Contract. Despite Final Acceptance of any individual Project Component, the CRRMA will remain responsible for performing and coordinating Systems Integration, as defined below.
- c. Prior to granting Final Acceptance of a Project Component, the CRRMA will provide the City with access to copies of all documents and materials submitted by the Contractors as required in the Contracts for such Project Component, including but not limited to, all test results, certificates of occupancy and other government approvals, insurances, warranties, workmanship bonds, maintenance service agreements, final certifications, permits, operation and maintenance manuals, final construction plans and surveys, special tools, spare parts, keys, utility change over information, instructional programs and training dates and LEED certifications.
- d. Prior to granting Final Acceptance of a Project Component, the CRRMA will ensure that the Contractor has completed all punch list items and has removed all supplies and waste from the Project Component. The CRRMA will also ensure that the Contractor has delivered to the City, free and clear of liens, all special tools, equipment, furnishings, supplies and spare parts required under the Contracts.
- e. The CRRMA will inform the City of any pending disputes the CRRMA has with TXDOT or the Contractors on any particular Project Component prior to granting Final Acceptance for such Project Component.

- f. Notwithstanding anything to the contrary, the CRRMA will not provide Final Acceptance of a Railcar before such individual Railcar has been successfully operated in accordance with “burn in” requirements of the Contract.
 - g. Prior to providing Final Acceptance of a Project Component, the CRRMA will ensure that the Contractors have assigned all warranties and bonds to the City for such Project Component. The CRRMA will provide the City all documents that evidence such assignment of warranties and bonds.
 - h. The granting of a Final Acceptance of a Project Component by the CRRMA will automatically constitute acceptance of the Project Component by the City. Upon granting Final Acceptance of a Project Component by the CRRMA, the City will assume absolute and exclusive ownership of such Project Component.
 - i. Final Acceptance of any Project Component is strictly limited to the particular Project Component.
 - j. For purposes of this Agreement, “**Final Acceptance**” is the notification by the CRRMA to the a Contractor informing the particular Contractor that a particular Project Component satisfies all the requirements of the Contract and that the CRRMA and the City will assume control of the particular Project Component; provided that Final Acceptance of a Project Component does not relieve the Contractor from any continuing obligations under the Contracts including warranty obligations and obligations to complete Systems Integration, as defined below. Should any problems with any Project Component be identified during Systems Integration, then the CRRMA and the City will work together to identify the problem and find an acceptable solution.
7. **Concurrence from the City.** The City will endeavor to provide the CRRMA a written response within 2 business days of the City receiving a request from the CRRMA asking the City to concur with, any amendments, change orders, deviations from the Contracts, substantial completion, shipping release of Railcars, conditional acceptance of Railcars, Final Acceptance, and/or anything else under this Agreement that requires City concurrence. The City will specify in its written response either (1) that the City concurs with the request, (2) that the City concurs with the request subject to the completion of numerated incomplete items, or (3) that the City does not concur with the request followed by an enumeration of the various items that do not comply with the Streetcar Project plans or this Agreement. The City will evaluate concurrences under this Agreement based on the requirements of the Contracts and this Agreement. If the City does not provide a written response to the CRRMA within 5 business days of receiving a request from the CRRMA, then the request will be deemed automatically authorized by the City.
8. **Systems Integration.** Notwithstanding the Final Acceptance of any Project Component, the CRRMA will perform and coordinate between the City and the Contractors the integration of the various Project Components (“**Systems Integration**”). The CRRMA will continue to enforce the Contracts to make sure that Systems Integration is completed as

provided under the Contracts. The CRRMA will continue to require the Contractors to maintain liability insurance during testing and Systems Integration.

- 9. Operation and Maintenance Costs for the Maintenance Facility.** The parties acknowledge that the major components of the Maintenance Facility were completed ahead of schedule and that the CRRMA has therefore covered operations costs through the Effective Date of this Agreement. The CRRMA shall continue covering such expenses until the next billing cycle after Final Acceptance of the Maintenance Facility, at which time such expenses shall become the responsibility of the City.
- 10. Safety Certification of the Streetcar Project.** The CRRMA will provide the system as designed, to meet the safety requirements identified by the Engineer of Record, such that the City may seek all required operational safety certifications from the State Safety Officer. If the City is not able to obtain the required operational safety certifications from the State Safety Officer because of a construction or design defect, then the CRRMA will correct such defect as necessary to allow the City to obtain the required operational safety certification from the State Safety Officer.
- 11. Marketing, Advertising, and Signage related to Safety.** The CRRMA will provide all safety signage required by and identified within the Contracts. In addition, the CRRMA has agreed to provide certain limited marketing and advertisement activities to inform the public of safety concerns regarding the Project Components. Such additional CRRMA activities include only the following: (a) create and distribute door-to-door bilingual push cards with basic safety information along the route; (b) create and distribute nine (9) animated bilingual videos with overarching safety themes; (c) create and distribute supplemental live-action videos for specific safety issues; (d) create sample educational materials for multiple age ranges that may be used by the City for future educational campaigns; (e) plan, promote and host several "Streetcar Roadshow" events that will include hands-on education efforts on safety elements associated with boarding and disembarking from the Railcars. These materials will be shared with the City for further distribution and, when possible, will point to the City's Streetcar website for additional information. The City, at its sole cost and expense, will be responsible for any and all safety marketing, advertising or signage desired but not required of the CRRMA herein.
- 12. Representations and Warranties by CRRMA.** The CRRMA represents and warrants to the City the following:

 - a. The CRRMA has not accepted any Project Component from either Contractor.
 - b. The CRRMA will work with the Contractors to ensure that acceptance of the Streetcar Project is performed as provided under this Agreement. The CRRMA will address with the Contractors any conflicts between this Agreement and the Contracts.
 - c. The CRRMA will allow City engineering personnel to accompany the CRRMA in inspections, as provided for above.

- 13. Liquidated Damages under the Contracts.** The CRRMA will use any liquidated damages it receives under the Contracts to improve the Streetcar Project, provided that such is permitted by applicable agreements, rules and laws.
- 14. Excess Funds.** Subject to the limitations of the Advance Funding Agreement, the CRRMA will use any excess funds or unexpended contingencies to improve the Streetcar Project. The CRRMA will consult with the City prior to expending any funds under this section.
- 15. Delivery of Railcar manuals and spare parts.** The CRRMA will ensure that the delivery of the Railcar manuals, spare parts, special tools, and test equipment provided in the Remanufacture Contract is performed in accordance to the Remanufacture Contract. The CRRMA will inform the City in advance of all spare parts that will be provided, prior to shipment.
- 16. Restoration of the right-of-way and other property.** During final inspections of the project, the City will identify and provide a list to the CRRMA listing any damages to right of way or City property caused by the Contractors that needs to be addressed. The City will forward to the CRRMA any claims from private citizens regarding property damage or injury that the City receives in relation to the construction of the Streetcar Project.
- 17. Training.** The CRRMA will coordinate with the City and the Contractors for any training requirements under the Contracts.
- 18. Striping on Oregon and Stanton.** The CRRMA will continue its coordination between the Contractor and the City on the Oregon Improvements. The CRRMA will obtain the written approval of the City before accepting the Oregon Improvements from Paso del Norte. The Oregon Improvements will be completed in accordance with the approved change order and will be accepted as a Project Component.
- 19. Termination.** This Agreement may be terminated in the following manners:
- a. By mutual written agreement;
 - b. By either Party upon the failure of the other Party to fulfill the obligations set forth in this Agreement.
- 20. Notices.** The parties will send all notices under this Agreement either by hand delivery or certified mail to the following addresses:

CITY OF EL PASO

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

CRRMA

Camino Real Regional Mobility Authority
1001 S. Stanton Street
El Paso, Texas 79901
Attn: Executive Director

For purposes of this Agreement, all notices are deemed to have been received as of the postmark date on the notice or on the date of hand delivery. The parties will notify the other party in writing of any changes in the above addresses.

- 21. Governing Law and Venue.** This Agreement is governed by Texas Law. The venue for any disputes regarding this Agreement lies exclusively in El Paso County, Texas.
- 22. No Joint Enterprise.** This Agreement does not create any joint enterprise between the parties.
- 23. No Third Party Beneficiaries.** This Agreement does not confer or create any rights or obligations to any third parties.
- 24. No Personal Liability.** This Agreement does not create any personal liability on the part of any employee, officer, or agent of any public body that may be a party to this Agreement.
- 25. Public Information.** This Agreement is public information, subject to the Public Information Act of the State of Texas.
- 26. Sovereign Immunity Acknowledged and Retained.** The parties acknowledge and agree that no provision of this Agreement is in any way intended to constitute a waiver by any party of any immunities from suit or liability that a party may have by operation of law. The City and the CRRMA retain all governmental immunities.
- 27. Governmental Function.** The Parties expressly agree that, in all things relating to this Agreement, the parties are performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the parties, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 28. Independent Contractors.** The City and the CRRMA are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the CRRMA nor any of their respective agents or employees has control or the right to control the activities of the other party in carrying out the terms of this Agreement. Both parties agree that neither party has, nor will attempt to assert, authority to make commitments for or to bind the other party to any obligation other than the obligations described in this Agreement.
- 29. Headings.** The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

- 30. Assignment.** Except as expressly permitted herein, the parties may not assign any obligations or rights under this Agreement without the written consent of the other party.
- 31. No Waiver.** Failure of either party to enforce any provision of this Agreement does not constitute a waiver of rights and the parties will retain the right to require performance of any provision of this Agreement.
- 32. Complete Agreement.** This Agreement constitutes the entire agreement between the parties.
- 33. Severability.** If any provision of this Agreement is declared unenforceable, then all other provisions of this Agreement will remain in effect.
- 34. No Indemnification.** The parties agree that, except as provided in this Agreement, neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
- 35. Fines and Penalties.** Each party is responsible for fiscal penalties, fines, or any other sanctions occasioned as a result of a finding that violations of any applicable local, state or federal law occurred as a result of that party's actions.
- 36. Exclusion of Incidental and Consequential Damages.** Neither party is liable under this Agreement to the other party for any incidental, consequential, special, punitive, or exemplary damages of any kind –including lost profits, loss of business, mental anguish, emotional distress and/or attorney fees- as a result of a breach of any term of this Agreement.
- 37. Section 791.001(d)(3) Texas Government Code.** Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.
- 38. Signatory Warranty.** Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the CRRMA and City have executed this Agreement as of the date first written above.

CITY OF EL PASO

Dee Margo
Mayor

APPROVED AS TO FORM:




Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Jay Banasiak, Director
Mass Transit Department

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E., City Engineer
Capital Improvements Department

(CRRMA signatures continue on the following page)

**CAMINO REAL
REGIONAL MOBILITY AUTHORITY**

Susan A. Melendez
Chair

ATTEST:

Joe R. Fernandez
Board Secretary



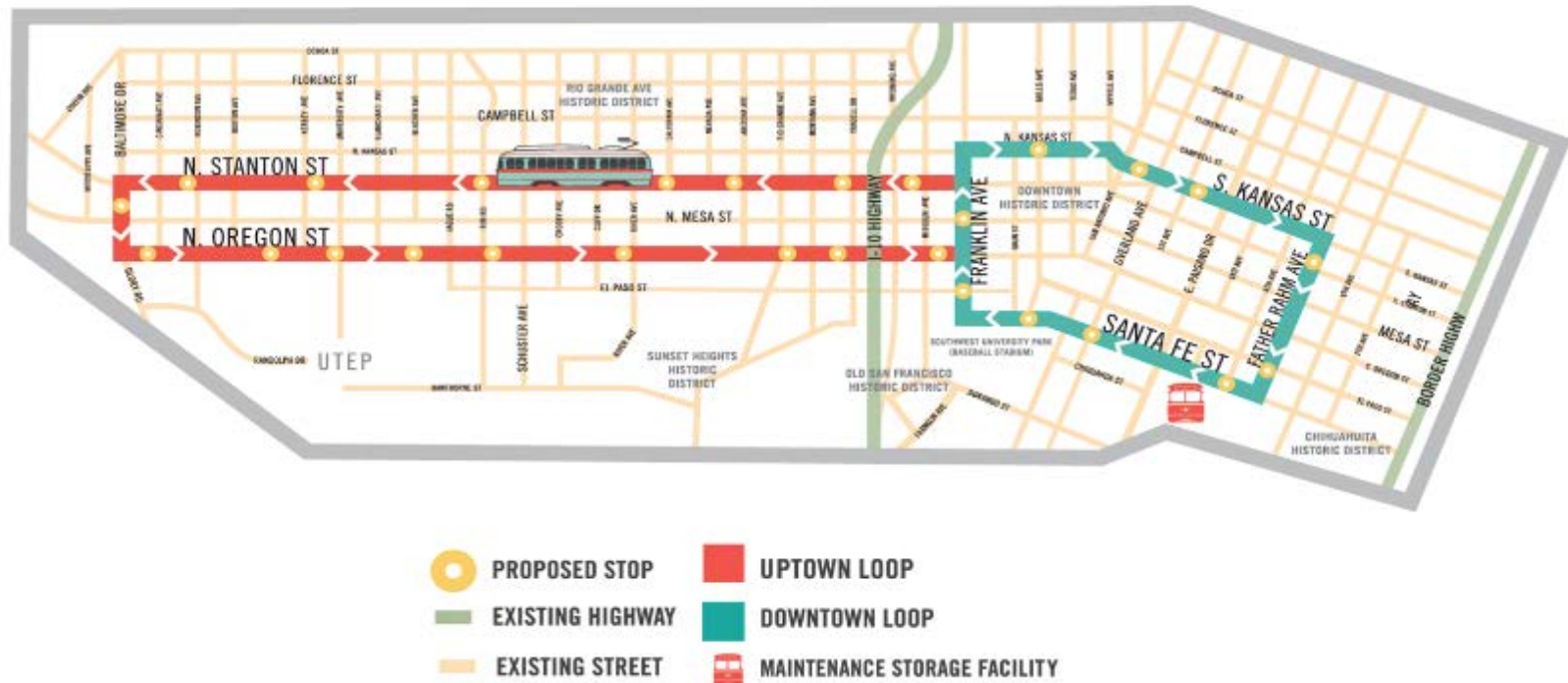
Interlocal Agreement for Acceptance of the Streetcar Project

City Council Meeting
Mar 20, 2018



El Paso Streetcar Project

EL PASO STREETCAR OFFICIAL ROUTE





Streetcar Project

- CRRMA is authorized to complete the Streetcar project, and
- City will own, operate and maintain the Streetcar operations



Contractor Obligations

- Brookville
 - Responsible for remanufacturing of 6 PCC cars
 - 1st PCC car in El Paso--200 mi burn-in test with no malfunctions of any type
 - 2nd – 6th PCC cars--50 mi burn-in test with no malfunctions of any type
 - After the burn-in is complete each car will be accepted by the CRRMA/City



Contractor Obligations

- Paso Del Norte Trackworks is responsible to build the streetcar infrastructure and prepare it for acceptance by the CRRMA/City
 - Streetcar infrastructure components are:
 - Maintenance and Storage Facility (MSF)
 - Trackworks
 - Communications system
 - Overhead contact system
 - Traction power substations
 - Streetcar stop amenities: landscaping, loading platforms, etc.
 - Oregon improvements, such as striping



CRRMA Obligations

- Provide complete set of project files
- City be named as additional insured on all contractor documents
- Responsible for PCC car remanufacturing
- Will not issue certificates of substantial completion of infrastructure or shipping release of PCC cars without City concurrence
- Will assign all warranties to the City



City Obligations

- Grant concurrences to CRRMA for acceptance of infrastructure and PCC cars
- After final acceptance of the Maintenance and Storage Facility, the City shall pay all operating and maintenance costs
- City shall obtain all operational safety certifications from the State Safety Officer



Return of First Streetcar Plan

CRRMA

1. **Arrival of the First Streetcar - Monday, Mar 19, at 10 am**
 - Graphic of Streetcar daily progression on social media
 - Off-load on Father Rahm Avenue
 - Media will be alerted
 - Completion estimated by 1 pm

2. **VIP Event – Monday, Mar 26, at 10 am**
 - Host inside Maintenance Storage Facility
 - Dignitaries only

3. **Streetcar Public Debut**
 - Invite media
 - Giveaways
 - Safety material distribution

Sun Metro

- Coordinate with CRRMA for a succinct message and talking points to media.
- Creating test signs “Streetcar Testing” phase
- Re-route buses at Downtown Transfer Center as needed

- Coordinating a week after Streetcar arrival
- Giveaways: lapel pins, buttons

- Confetti cannons
- Safety brochures
- Educational “Safety How To’s” demonstrations
- Marching bands
- Presentation of the Flags
- National Anthem singer



Marketing Plan for Safety Outreach

CRRMA	Sun Metro
Safety Signage and Hand Outs <ul style="list-style-type: none"> • residents and businesses • public facilities and community gathering locations • coloring book and worksheets completed by March. • distribution through non-city assets 	<ul style="list-style-type: none"> • Creating safety signs for Overhead Contact System poles. • handouts at community meetings • distribute at University and school age level
Safety Videos <ul style="list-style-type: none"> • Completed videos on bike, Stanton, and OCS power lines. • 18 bilingual videos • complete in three phases by March 1 • distribute digital campaign 	<ul style="list-style-type: none"> • distribute community presentations • distribute through SM assets • safety signs for corridor poles • safety brochure corresponding to videos
Live-Action Videos <ul style="list-style-type: none"> • 5-10 pre-recorded live action videos 	<ul style="list-style-type: none"> • Live videos from Brookville visit
Outreach Update <ul style="list-style-type: none"> • Outreach along corridor 	<ul style="list-style-type: none"> • Communication with 10 school districts from Tornillo, TX to Las Cruces, NM. • Communication with major hospitals, Catholic Diocese, and university/college level campuses.



Interlocal Agreement for Acceptance of the Streetcar Project

Council Action

Approve the resolution authorizing the Mayor to sign an Interlocal Agreement for Acceptance of the Streetcar project.