

CITY OF EL PASO, TEXAS

DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: MPO

AGENDA DATE: February 19, 2008

CONTACT PERSON/PHONE: Ricardo Dominguez (915) 591-9735 Ext. 19

DISTRICT(S) AFFECTED: N/A

**SUBJECT:**

That the City Manager be authorized to sign an Agreement by and between the City of El Paso, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO"), and the International Communities Research Center ("ICRC"), as the developer and keeper of the Transborder Travel Demand Model ("TTDM") on international traffic forecasting for the El Paso-Ciudad Juarez region. This Agreement provides for ICRC to update the TTDM's validation to year 2005 in order to make it consistent with more recent El Paso and Cd. Juarez travel forecasting models and demographic dated recently prepared by the Instituto Municipal de Investigacion y Planeacion, ("IMIP"). This agreement is for the period February 29, 2008 until February 28, 2009. The total payment to ICRC shall not exceed \$54,000.

**BACKGROUND / DISCUSSION:**

The original TTDM for the El Paso-Juarez region was calibrated and validated with 1994 and 1996 travel surveys and counts, and thus it is necessary to update its validation to year 2005 in order to be consistent with the newer El Paso and Juarez travel models, as well as with disaggregate demographic data recently prepared by IMIP.

**PRIOR COUNCIL ACTION:**

None.

**AMOUNT AND SOURCE OF FUNDING:**

Account 502215, Fund 07345, Grant G780803, Dept. ID 68150009.

**BOARD / COMMISSION ACTION:**

The Transportation Policy Board for the MPO approved Unified Work Program on July 27, 2007.

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_  
Sylvia Borunda Firth, Asst. City Attorney

**OTHER:** Patrick T. Abeln, A. A. E., Director of Aviation \_\_\_\_\_

(Example: if RCA is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## RESOLUTION

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

That the City Manager be authorized to sign an Agreement by and between the City of El Paso, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO"), and The International Communities Research Center ("ICRC") as the developer and keeper of the Transborder Travel Demand Model ("TTDM") on international traffic forecasting for the El Paso-Ciudad Juarez region. This Agreement provides for ICRC to update the TTDM's validation to year 2005 in order to make it consistent with more recent El Paso and Cd. Juarez travel forecasting models and demographic data recently prepared by the Instituto Municipal de Investigación y Planeación, ("IMIP"). This agreement is for the period February 29, 2008 until February 28, 2009. The total payment to ICRC shall not exceed \$54,000.00.

**ADOPTED this 19th day of February 2008.**

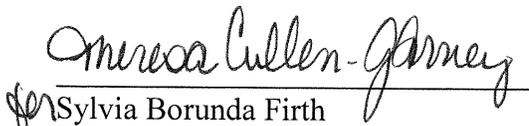
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sylvia Borunda Firth  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Roy Gilyard, Executive Director  
Metropolitan Planning Organization

STATE OF TEXAS §  
COUNTY OF EL PASO §

AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between the **CITY OF EL PASO**, a municipal corporation situated in El Paso County, Texas, in its capacity as the Metropolitan Planning Organization (“MPO”) for the El Paso Urban Transportation Study Area (“CITY”), and The International Communities Research Center (ICRC), a non-profit research organization based in Texas, to-wit:

**WHEREAS**, the ICRC has been serving as a technical liaison between the Instituto Municipal de Investigacion y Planeacion (“IMIP”) in Ciudad Juarez and the MPO, facilitating coordination, data exchange, and engaging in advanced transportation modeling for the international metropolitan area; and,

**WHEREAS**, pursuant to an agreement entered into between the IMIP and the MPO, the IMIP provides consulting services to the MPO in regard to the Multimodal Transportation Study; and,

**WHEREAS**, the ICRC, the MPO, and IMIP were awarded a grant by the Federal Highway Administration and the General Services Administration to evaluate the BorderWizard software for port-of-entry traffic microsimulation and its compatibility with macro-level travel models; and,

**WHEREAS**, the ICRC is the developer and keeper of the Transborder Travel Demand Model (“TTDM”) for the El Paso-Ciudad Juarez region; and,

**WHEREAS**, the original TTDM for the El Paso-Ciudad Juarez region was calibrated and validated with 1994 and 1996 travel surveys and counts; and,

**WHEREAS**, it has become necessary to update the TTDM’s validation to year 2005 in order to make it consistent with more recent El Paso and Cd. Juarez travel models and demographic data recently prepared by IMIP.

**NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES RECITED HEREIN, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:**

1. **SERVICES.** ICRC agrees to provide the analysis and technical work for MPO as specified in the Scope of Services attached hereto as Exhibit “A” and fully incorporated herein by reference.
2. **TERM.** The term of this Agreement shall be from February 29, 2008 through February 28, 2009. The term of this Agreement may be extended for additional one-year terms upon the written approval of both parties.

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3. **CONSIDERATION.** The total payment by MPO to the ICRC under this Agreement shall not exceed FIFTY FOUR THOUSAND AND NO/100 DOLLARS (\$54,000.00). Payment shall be made to the ICRC upon completion of the work.
4. **CERTIFICATION.** MPO and the ICRC certify that the services to be performed by the ICRC are necessary and essential activities that are within the statutory functions and programs of the MPO.
5. **APPLICABLE LAW.** The ICRC shall perform all its services under this Agreement subject to all applicable local, state, and federal laws and regulations of the United States of America.
6. **INDEPENDENT CONTRACTOR.** Nothing contained herein shall be construed as creating the relationship of employer or employee between the MPO and the ICRC.
7. **ASSIGNMENT.** The services to be provided and performed under this Agreement are specific to each party and cannot be assigned or delegated to any other entity without the prior written consent of the other party.
8. **EXPRESS TERMINATION.**
  - A. Either party may terminate this Agreement if the other party is in default upon ten (10) days prior written notice to the other party. Provided; however, that once notice has been given, the party in default shall have ten (10) days to cure the default to the satisfaction of the other. The MPO and the ICRC may terminate this Agreement without cause upon thirty (30) days prior written notice.
  - B. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior thereto.
  - C. If MPO terminates the Agreement in accordance with this provision, the ICRC shall be fully compensated for the work performed prior to receipt of written notice of termination.
  - D. Upon termination and payment for the portion of the work that has been completed, the ICRC shall deliver to MPO any and all drawings, plans, records, and other materials, which are, as of the termination date, in possession of the ICRC.
9. **NOTICES.** All notices, communications and reports under this Agreement shall be hand delivered or mailed, certified, return receipt requested, posted pre-paid to the respective parties addresses as shown below unless and until either party be otherwise notified in writing.

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CITY: Metropolitan Planning Organization  
Attn: Executive Director  
10767 Gateway West, Suite 605  
El Paso, TX. 79935

Copy to: City of El Paso  
Attn: Deputy City Manager, Patricia D. Aduato  
2 Civic Center Plaza  
El Paso, TX. 79901-1196

ICRC: Dr. Luis Felipe Siqueiros  
President, ICRC  
1368 Copper Gate  
El Paso, TX. 79936

10. **SEVERABILITY**. If any term or provision of this Agreement is determined to be invalid for any reason whatsoever, the remaining terms and provisions shall be unaffected thereby.
11. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement and understanding between the parties with respect to the project and no amendment or modification of the terms hereof shall be binding unless same be in writing and signed by both parties.
12. **WAIVER**. Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right or remedy at law or in equity.
13. **DISCRIMINATION GENERALLY**. No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to MPO pursuant to the terms of this agreement or any written amendment thereto.
14. **SPECIFIC DISCRIMINATORY ACTS PROHIBITED**. Neither ICRC nor MPO shall utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination on the basis of race, creed, color, sex, national origin, age or disability, or having the effect of defeating or substantially impairing accomplishment of the objectives of the programs funded pursuant to this agreement, or any written amendment thereto with respect to individuals of a particular race, color, national origin, creed, sex, age, or disability.
15. **VENUE**. The parties hereto agree that this agreement shall be enforceable in El

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Paso, El Paso County, Texas and if legal action is necessary to enforce it, exclusive venue for all matters shall be in El Paso County, Texas, United States.

16. **CONTRACT INTERPRETATION.** In interpreting the various provisions of this agreement whether in a court of competent jurisdiction or otherwise, the laws of the State of Texas, United States shall control as to all matters of interpretation for any provision of this agreement.
17. **CAPTIONS.** The captions of the various sections of this agreement are for informational and organizational purposes only and shall not be construed to alter the substance of the terms and conditions of this agreement.
18. **AUTHORITY.** Each signatory to this agreement warrants that he or she is duly authorized by their respective principal to sign this agreement on behalf of the said principal and to bind the same.
19. **PROMOTIONAL USE.** ICRC may not authorize or use any materials or information acquired or produced in the fulfillment of this agreement for any promotional use without limitation without the prior written consent of the City.
20. **RECORDS.** ICRC shall prepare and maintain appropriate records in English in the conduct of their part of this agreement. Records prepared by ICRC shall be kept and maintained on file for a minimum of two years after the expiration of this agreement, or extension thereof. At the request of the City, copies of any record or document prepared or controlled by ICRC shall be provided at no cost to the City by ICRC.
21. **OWNERSHIP OF DOCUMENTS.** Each party shall have ownership of the documents it prepares or causes to be made in fulfillment of its obligations under this agreement. Each party shall provide to the other, at no cost, one complete copy of the final documents, records or reports prepared or made to fulfill this agreement.

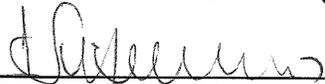
**IN WITNESS WHEREOF,** the parties have executed this agreement on this \_\_\_\_ day of \_\_\_\_\_, 2008.

**CITY OF EL PASO  
METROPOLITAN PLANNING  
ORGANIZATION:**

By: \_\_\_\_\_  
Joyce A. Wilson  
City Manager

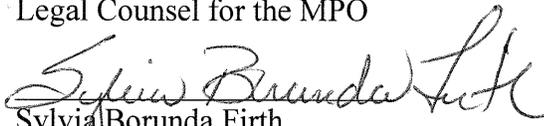
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**INTERNATIONAL COMMUNITIES  
RESEARCH CENTER (ICRC)**

  
\_\_\_\_\_  
Dr. Luis Felipe Siqueiros  
President

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Eduardo Miranda  
Legal Counsel for the MPO

  
Sylvia Borunda Firth  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Roy Gilyard, Executive Director  
Metropolitan Planning Organization

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## SCOPE OF WORK

### TASKS

- I. Obtain and merge in one geographic information system, disaggregate demographic data and multi-modal transportation networks from El Paso and Juarez reflecting 2005 conditions. At a minimum the TTDM should be developed in TransCAD platform, and should iterate port-of-entry delay and port-of-entry demand with microsimulated processes in PTV/VISSIM platform.
  
- II. Review and adjust the following model components:
  - Transborder trip generation
  - Transborder trip distribution
  - Transborder mode choice, including:
    - Pedestrian crossing
    - Auto crossing
    - Pedestrian access
    - Bicycle access
    - Transit access
    - Auto access
  
  - Transborder trip assignment
  
- III. Develop transborder trip matrices for at least the following generic categories of transborder trip purposes:
  - Home-based-work
  - Home-based-shop
  - Home-based-school
  - Home-based-university
  - Home-based-immigration
  - Home-based-other
  - Non-home-based
  
- IV. For validation criteria, the model should use 2005 average vehicle and person crossing counts from each port-of-entry in the El Paso region.
  
- V. Once the 2007 TTDM has been validated for the 2005 base year, TTDMs for forecast years, 2010, 2015, 2025, and 2035 should be developed, and reported to the El Paso MPO. The suggested years are subject to change based on further consultation with TXDOT and NMDOT.

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### SCHEDULE

The present scope of work should be developed and delivered in 12 months.