

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** MPO  
**AGENDA DATE:** February 20, 2007  
**CONTACT PERSON/PHONE:** Ricardo Dominguez (915) 591-9735 Ext. 19  
**DISTRICT(S) AFFECTED:** N/A

**SUBJECT:**

That the Mayor be authorized to sign an Agreement by and between the City of El Paso ("City"), in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area, and the Instituto Municipal de Investigación y Planeación, ("IMIP"), wherein IMIP will provide disaggregate demographic projections for Ciudad Juarez to the Metropolitan Planning Organization. The contact period is from December 1, 2006 through March 31, 2007, at a total contract Cost not to exceed \$36,365.00.

**BACKGROUND / DISCUSSION:**

In order for the MPO to improve its modeling and estimation of future transborder travel between Juarez and El Paso, it needs updated demographic forecasts from Juarez, disaggregated by zone level. The estimation of future transborder travel will help evaluate the need for added border crossing capacity and/or ports-of-entry. The MPO's transborder model can be used in support of the Presidential Permit for the Yarbrough and Zaragoza ports-of-entry.

**PRIOR COUNCIL ACTION:**

None.

**AMOUNT AND SOURCE OF FUNDING:**

The MPO is 80% Federal Funded and 20% State Funded to pay for the contract.  
Fund Source: 68150009-502215-68000-05031-G780703

**BOARD / COMMISSION ACTION:**

The Transportation Policy Board for the MPO approved the renewal of the this contract on July 29, 2005.

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**OTHER:** \_\_\_\_\_

(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:** \_\_\_\_\_

CITY CLERK DEPT.  
FEB 15 PM 3:11

## RESOLUTION

CITY CLERK DEPT.  
07 FEB 12 AM 11:20

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

That the Mayor be authorized to sign an Agreement by and between the City of El Paso ("City"), in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area, and the Instituto Municipal de Investigación y Planeación, ("IMIP"), wherein IMIP will provide disaggregate demographic projections for Ciudad Juarez to the Metropolitan Planning Organization. The contract period is from December 1, 2006 through March 31, 2007, at a total contract cost not to exceed \$36,365.00.

ADOPTED this \_\_\_\_ day of February 2007.

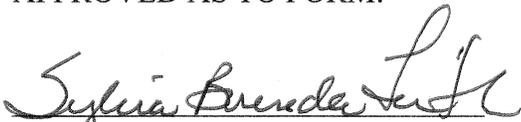
THE CITY OF EL PASO

\_\_\_\_\_  
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 )

CITY CLERK DEPT.  
AGREEMENT  
07 FEB 12 AM 11:20

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2006, by and between the CITY OF EL PASO, TEXAS, as the METROPOLITAN PLANNING ORGANIZATION (“MPO”), and the INSTITUTO MUNICIPAL DE INVESTIGACIÓN Y PLANEACIÓN DE CD. JUÁREZ, MEXICO (“IMIP”) to develop disaggregate demographic projections of Ciudad Juarez, Mexico.

**WHEREAS**, the MPO requires disaggregate demographic projections for Ciudad Juarez in order to improve the MPO’s International Travel Demand Model (ITDM), a model that can be used to justify new international ports-of-entry, improvements to existing ports-of-entry, and international transit systems; and,

**WHEREAS**, IMIP is able to provide disaggregate demographic projections for Ciudad Juarez required by MPO.

**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.** IMIP agrees to provide disaggregate demographic projections for Ciudad Juarez, Mexico as set forth in detail in Exhibit “A” attached hereto and made a part hereof by this reference for all purposes.
2. **TERM.** The primary term of this agreement shall be from February 1, 2007 through April 30, 2007. The term of this agreement may be extended upon the written approval of both parties.
3. **CONSIDERATION.** The total payment to IMIP under this agreement shall not exceed THIRTY SIX THOUSAND THREE HUNDRED SIXTY FIVE AND NO/100 DOLLARS. (\$36,365.00). Payment will be made to IMIP upon completion of the work.
4. **CERTIFICATION.** City and IMIP hereby certify that the services to be performed by IMIP are necessary and essential activities that are within the statutory functions and programs of the respective State and local entities.
5. **APPLICABLE LAW.** IMIP shall perform all its services under this agreement in accordance with Attachment “A” attached hereto in incorporated herein by this reference for all purposes and 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 City and IMIP.

7. **ASSIGNMENT.** The services to be provided under this agreement are specific to IMIP and cannot be assigned or delegated to any other entity without the prior written consent of the City.

8. **EXPRESS TERMINATION.**

A. Either party may terminate this agreement if the other 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 a reasonable opportunity to cure the default to the satisfaction of the other party. Should the party in default begin to cure a default as mutually agreeable to the other party, said party shall have a reasonable period of time to complete the cure of the default. The City or IMIP may terminate this agreement without any 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. Upon termination, IMIP shall deliver to City any and all drawings, plans, records, and other materials, which are, as of the termination date, in possession of IMIP.

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 by the other party:

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

IMIP: Mtra. María Del Rosario Díaz Arellano  
Director General IMIP  
Benjamin Franklin 4185  
Estocolmo, Circuito Pronaf  
Cd. Juarez, Chih., Mexico 32310

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 programs or activity funded in whole or in part with funds made available to IMIP pursuant to the terms of this agreement or any written amendment thereto.
14. **SPECIFIC DISCRIMINATORY ACTS PROHIBITED.** IMIP may not 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 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.** IMIP 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.** IMIP will prepare and maintain appropriate records in English in the conduct of their part of this agreement. Records prepared by IMIP shall be kept and maintained on file for a minimum of two years after the expiration of this agreement. At the request of the City, copies of any record or document prepared or controlled by IMIP will be provided at no cost to the City by IMIP.

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 December 2006.

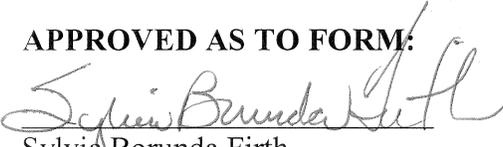
**CITY OF EL PASO  
METROPOLITAN PLANNING  
ORGANIZATION:**

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

**ATTEST:**

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**APPROVED AS TO FORM:**

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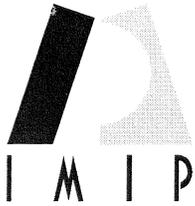
  
\_\_\_\_\_  
Roy Gilyard, Executive Director  
Metropolitan Planning Organization

\_\_\_\_\_, Chair  
Transportation Policy Board

**INSTITUTO MUNICIPAL DE INVESTIGACIÓN Y PLANEACIÓN (IMIP):**

  
\_\_\_\_\_  
Mtra. María Del Rosario Díaz Arellano  
Director General, IMIP

# **Exhibit “A”**



## *Municipio de Juárez*

### INSTITUTO MUNICIPAL DE INVESTIGACIÓN Y PLANEACIÓN

Benjamín Franklin 4185 y Estocolmo, Circuito Pronaf, Ciudad Juárez, Chih., México  
Tels. 01 (656) 207-3242 207-3243 613-65-20 613-65-30 613-65-46 613-64-96 Fax 207-3245 611-12-70  
email: imip@imip.org.mx www.imip.org.mx

Ciudad Juárez, Chih., a October 30, 2006.  
DIR475/2006

**MR. ROY GILYARD  
EXECUTIVE DIRECTOR  
EL PASO METROPOLITAN PLANNING ORGANIZATION**

Dear Mr. Gilyard:

As per your request, I'm sending you the following scope of work and cost summary to develop disaggregate demographic projections for Ciudad Juarez, Mexico.

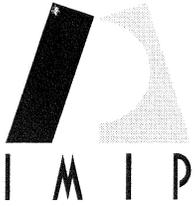
#### Scope of Work

1. For target years 2015 and 2025, IMIP will forecast regional (city wide) control totals for the following variables:
  - a) Population
  - b) Number of households
  - c) Average household size
  - d) Average household income
  - e) Employment in manufacturing
  - f) Employment in retail
  - g) Employment in services

The forecast of these variables will be based on historical patterns (as reported by INEGI's census or other local research properly documented). Historical and projected behavior for each variable will be graphically plotted vs. time (years), citing all references used. For any cases where projected patterns show significant changes compared to the historical behavior, additional text explanation will be provided as justification.

2. For the same target years 2015 and 2025, the described variables will be disaggregated to the Traffic Analysis Zone (TAZ) level, always maintaining consistency with the regional control totals. The TAZ development is currently underway and thus is not included as part of the present scope of work; it is expected that the Juarez' area will be subdivided into a maximum of 1000 TAZs.





Municipio de Juárez

INSTITUTO MUNICIPAL DE INVESTIGACIÓN Y PLANEACIÓN

Benjamín Franklin 4185 y Estocolmo, Circuito Pronaf. Ciudad Juárez, Chih., México
Tels. 01(656) 207-3242 207-3243 613-65-20 613-65-30 613-65-46 613-64-96 Fax 207-3245 611-12-70
email: imip@imip.org.mx www.imip.org.mx

The disaggregated demographic values will be consistent with land-use and densities stipulated in the Juárez' urban master plans. The disaggregated variables will be provided as an electronic GIS file.

Time schedule

Start of work: Feb / 01 / 2007
Study deadline: Apr / 30 / 2007

Cost summaries

Table with 2 columns: Category and Amount. Rows include Personnel (\$19,380 dlls), Computer resources (\$ 3,845 dlls), Administrative (\$ 7,595 dlls), Miscellaneous (\$ 5,545 dlls), and TOTAL (\$36,365 dlls).

If I can be of any further help, please feel free to contact us at your convenience.

Sincerely

Handwritten signature of Mtra. María del Rosario Díaz Arellano

MTRA. MARÍA DEL ROSARIO DÍAZ ARELLANO
DIRECTOR GENERAL

