

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:

This Agreement entered into this 30th day of January 2007, 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 for the El Paso Urban Transportation Study Area ("CITY"), and The University of Texas at Austin, a Texas Institution of Higher Education ("UT"), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

BACKGROUND / DISCUSSION:

The University of Texas at Austin (UT) will provide technical assistance to the El Paso Metropolitan Planning Organization (MPO) in the development of the next generation of travel demand models for the El Paso Study Area. This assistance will be in the form of peer reviews of the work developed by the MPO, along the following topics:

1. Travel survey design:
 - a) Household (RP and SP formats)
 - b) Workplace
 - c) External stations (including ports-of-entry)
 - d) On board transit

2. Modeling methodologies and task definition for:
 - a) Land-use models
 - b) Tour-based generation models (discrete choice)
 - c) Destination choice models
 - d) Mode choice models (from RP and SP data)

Dr. Kara Kockelman, will be the UT person responsible for reviewing the MPO work.

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 Unified Planning Work program where this task is listed.

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

LEGAL: _____ **FINANCE:** _____

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.
07 FEB 15 PM 3:10

RESOLUTION

CITY CLERK DEPT.
07 FEB 15 AM 10:56

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso, Texas ("City"), acting in its capacity as the fiscal agent to the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO"), and the University of Texas at Austin ("UT"), to provide technical assistance to the MPO in the development of the next generation of travel demand models for the El Paso Study Area. The total compensation under the Agreement is \$9,600.00.

ADOPTED this ___ day of February 2007.

ATTEST:

THE CITY OF EL PASO

Richarda Duffy Momsen
City Clerk

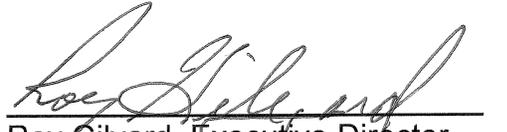
John F. Cook
Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Sylvia Borunda Firth
Senior Assistant City Attorney



Roy Gilyard, Executive Director
Metropolitan Planning Organization

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

CITY CLERK DEPT.
07 FEB 12 AM 11:21
UTA07-050

This Agreement entered into this the 1st day of January 2006, 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 for the El Paso Urban Transportation Study Area ("CITY"), and The University of Texas at Austin, a Texas Institution of Higher Education ("UT"), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

WITNESSETH

The CITY and UT for the consideration and mutual promises as herein set forth agree as follows:

1. SCOPE OF SERVICES

UT agrees to provide support to the Metropolitan Planning Organization (MPO) as set forth in Attachment "A", made a part hereof by this reference for all purposes.

2. TERM

The term of this Agreement shall begin January 1, 2007 and shall end , December 31, 2007.

3. COMPENSATION AND METHOD OF PAYMENT

The total cost of the contract shall not exceed NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$9,600.00). UT agrees that at no time shall it make a claim against the City for more than the rate provided under the terms of this Agreement. Periodic payments will be made to UT within thirty (30) days following the monthly submittal of invoices and time sheets. Payments should be made within thrity (30) days of the receipt of an invoice and payable to the University of Texas at Austin, **make reference to the Principal Investigator, Agreement number and title of the Research Program funded under this Agreement**, and submitted to the following address:

The University of Texas at Austin
Office of Accounting
P.O. Box 7159
Austin, TX 78713

4. CERTIFICATION

The CITY hereby certifies that the services to be provided by UT are necessary and essential activities that are properly within the statutory functions and programs of the respective state and local entities.

5. APPLICABLE LAWS

UT shall perform all services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

6. INDEPENDENT CONTRACTOR

Nothing contained herein shall be construed as creating the relationship of employer and employee between the CITY and UT.

7. ASSIGNMENT

The services to be provided under this Agreement are specific to UT and shall not be assigned or delegated without the prior written consent of the CITY.

8. TERMINATION

- A. Either party may terminate this Agreement if the other is in default upon five (5) days written notice to the other party provided that the other party shall be given a reasonable time to cure said default. The CITY or UT may terminate this Agreement for any cause upon thirty (30) days written notice to the other party.
- 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, UT shall return any materials belonging to the CITY, such as all drawings, plans, records, and other materials, which are currently in UT's possession.

9. NOTICES

All notices, communications and reports under this Agreement shall be hand-delivered or mailed, certified, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

CITY: Executive Director
Metropolitan Planning Organization
10767 Gateway Blvd. West, Suite 605

El Paso, Texas 79935

UT Contractual: Dr. Susan W. Sedwick
Associate Vice President for Research
The University of Texas at Austin
Office of Sponsored Projects
NOA Room 4.308, Mail Code A9000
P.O. Box 7726
Austin, Texas 78713-7726
101 E. 27th St., Austin, Tx 78712 (for courier service)
Phone: 512-471-6424
Fax: 512-471-6564
Email: sedwick@austin.utexas.edu

Technical: Dr. Kara Kockelman
Associate Professor
The University of Texas at Austin
Department of Engineering, College of Engineering
1 University Station C1700
Mail Code: C1761
Austin, Texas 78712
Phone: 512-471-0210 or 512-471-4379
Fax: 512-475-8744
Email: kkocelm@mail.utexas.edu

10. 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 hereunder.

11. DISCRIMINATION

- A. Discrimination Prohibited: 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 UT pursuant to the terms of this Agreement, or any written amendment hereto.
- B. Specific Discriminatory Actions Prohibited: UT 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 hereto with respect to individuals of a particular race, color, national origin, creed, sex, age or disability.

12. NO VERBAL AGREEMENT

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or other written commitment shall have any force or effect if not contained herein.

13. VENUE

The parties hereto agree that this Agreement shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas.

14. CONTRACT INTERPRETATION

In interpreting the various provisions of this Agreement in a court of law, any court having jurisdiction shall apply the laws of the State of Texas to interpret the terms and provisions in this Agreement.

15. 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, invalid or unenforceable, there will be added as part of this Agreement a provision which preserves the intention of the unenforceable provision, but which complies with the law.

16. CAPTIONS

The captions to the various paragraphs of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

17. LIABILITY

Both parties agree that upon receipt of a notice of claim or action arising out of the activities to be carried out pursuant to the project described in Attachment A, the party receiving such notice will notify the other party promptly. Each party agrees, at its own expense, to provide attorneys to defend itself against any actions brought or filed against the City, UT, System, their Regents, officers, agents and/or employees whether such claims or actions are rightfully brought or filed; and subject to the statutory duty of the Texas Attorney General, each party agrees to cooperate with the other in the defense of such claims or actions.

18. PUBLICATION AND ACADEMIC RIGHTS

- A. UT and the Principal Investigator have the right to publish or otherwise publicly disclose information gained in the course of this Agreement, except for CITY'S confidential information furnished to UT. UT shall have final authority to determine the scope and content of any publications.
- B. It is understood that the UT investigators may discuss the research being performed under this Agreement with other investigators but shall not reveal information which is CITY'S confidential information. In the event any joint inventions result, UT shall grant to CITY the rights outlined in Article 19 to this Agreement, to the extent these are not in conflict with obligations to another party as a result of the involvement of the other investigator(s). In this latter case, UT shall, in good faith, exercise reasonable efforts to enable CITY to obtain rights to the joint invention.

19. PATENTS, COPYRIGHTS AND TECHNOLOGY RIGHTS

Title to all inventions or discoveries made solely by UT resulting from the research performed hereunder shall reside in UT, title to all inventions or discoveries made solely by CITY shall reside in CITY, and title to all inventions and discoveries made jointly by CITY and UT shall reside jointly in CITY and UT. UT agrees to grant to CITY an option to negotiate, a royalty-bearing license, to make, use, or sell under any UT invention or discovery made and conceived during the term of this Agreement directly resulting from the performance of research hereunder. UT reserves for itself a royalty-free, irrevocable license to make and use such UT inventions or discoveries for its own research and educational purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso to be effective on the date and year first above written.

THE CITY OF EL PASO, in its capacity as METROPOLITAN PLANNING ORGANIZATION

ATTEST:

CITY OF EL PASO:

Richarda Duffy Momsen
City Clerk

John F. Cook
Mayor

Doc. No.: 26925
Doc. Name: MPO/Interlocal UT Austin
Doc. Author: SFIR

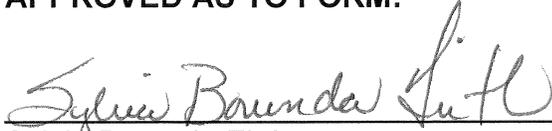
UNIVERSITY OF TEXAS AT AUSTIN
(UT)



Jeanette Holmes
Associate Director
Office of Sponsored Projects

JAN 12 2007

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

ATTACHMENT "A"

Terms of agreement:

The University of Texas at Austin (UT) will provide technical assistance to the El Paso Metropolitan Planning Organization (MPO) in the development of the next generation of travel demand models for the El Paso Study Area. This assistance will be in the form of peer reviews of the work developed by the MPO, along the following topics:

1. Travel survey design:
 - a) Household (RP and SP formats)
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2. Modeling methodologies and task definition for:
 - a) Land-use models
 - b) Tour-based generation models (discrete choice)
 - c) Destination choice models
 - d) Mode choice models (from RP and SP data)

There will be a maximum of one review per month, taking up to 8 hours of effective review time.

For every 8 hours of review, UT will meet for up to 1 hour with MPO staff to offer feedback. All costs incurred for these feedback meetings, such as conference calls, travel and lodging, etc., will be paid by the MPO (feedback meeting time will not be charged to the MPO). The MPO will be responsible for documenting and incorporating such feedback into the travel modeling research work.

Dr. Kara Kockelman, will be the UT person responsible for reviewing the MPO work.

The present agreement will be valid for one year, starting August 1 2006.

Based on the conditions presented above, the total amount to be paid to UT for this one-year agreement is not to exceed \$9,600 dollars.

ATTACHMENT "A"

Development of the Next Generation of Travel Demand Models

El Paso MPO work by Dr. Kara Kockelman

Salaries Professional	% of yearly effort	Total
Kara Kockelman	.05 %	\$6,470.00
Fringe @ 29%		\$1,877.00
Travel *		0.00
Supplies		0.00
Overhead 15%		1,253.00
Grand Total		\$9,600.00

*no travel is currently planned, but if sponsor requests Dr. Kockelman to visit El Paso, a portion of these funds may be used for airfare