

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:

SUBJECT:

That the Mayor be authorized to sign a First Amendment to the 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 El Paso ("UTEP"), executed on September 27, 2006, to revise the scope of work and to increase the total compensation for completion of the project.

BACKGROUND / DISCUSSION:

This agreement will assist the MPO in fulfilling the Department of Transportation requirements to conduct regional transportation planning and programming functions annotated in its yearly work program.

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 approved its yearly work program.

*****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.
07 FEB 15 PM 3:11

CITY CLERK DEPT.
07 FEB 12 AM 11:21

RESOLUTION

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

That the Mayor be authorized to sign a First Amendment to the 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 El Paso ("UTEP"), executed on September 27, 2006, to revise the scope of work and to increase the total compensation for completion of the project.

ADOPTED this _____ day of _____ 2007.

THE CITY OF EL PASO

John F. Cook
Mayor

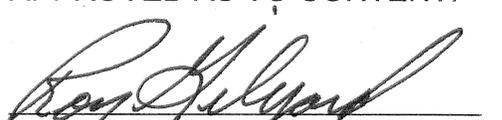
ATTEST:

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)

FIRST AMENDMENT TO
INTERLOCAL AGREEMENT

CITY CLERK DEPT.
07 FEB 12 AM 11:21

THIS First Amendment to Interlocal Agreement is made this ____ day of _____ 2007, by and between **THE CITY OF EL PASO ("City")**, a municipal corporation situated in El Paso County, Texas, 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 El Paso**, a Texas Institution of Higher Education ("**UTEP**"), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

WHEREAS, on September 27, 2006, the City entered into an Interlocal Agreement with UTEP to assist the MPO to develop the International and Regional Transportation Model; and,

WHEREAS, the MPO desires to revise the scope of services to add a transportation modeler as described in **Attachment "A-1"**, and,

WHEREAS, UTEP is capable of providing such additional services at a cost of \$16,413.00 as described in **Attachment "B-1"**.

NOW, THEREFORE, both the City and UTEP hereby agree to amend the following provisions of the Agreement as follows:

1. Paragraph 1 of the Agreement shall be amended as follows:

1. SCOPE OF SERVICES

UTEP agrees to provide support to the MPO as set forth in Attachments "A" and "A1" attached hereto and made a part hereof by this reference for all purposes.

2. Paragraph 3 of the Agreement shall be amended to read as follows:

3. OPTIONS TO EXTEND

The City is hereby granted the option to extend this Agreement for four (4) additional one (1) year terms. In the event the City elects to exercise one or more of the options to extend, the consideration paid to UTEP during each of the option periods shall be the amount specified for the respective year on the Five-Year Budget attached as Attachments "B" and "B-1" and fully incorporated herein by reference.

In order to exercise the option, the Executive Director of the Metropolitan Planning Organization shall provide written notice to UTEP thirty (30) days prior to the expiration of the term immediately preceding the option period.

3. Paragraph 3 of the Agreement shall be amended to read as follows:

3. COMPENSATION AND METHOD OF PAYMENT

The total cost of the Agreement shall not exceed TWO HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED NINETY SIX AND NO/100 DOLLARS (\$237,696.00). UTEP agrees that at no time shall it make a claim against the City for more than the total cost provided under the terms of this Agreement. Periodic payments will be made to UTEP within thirty (30) days following the monthly submittal of invoices and time sheets to the MPO, accompanied by a progress report based on previously approved work assignments by MPO office.

4. Except as herein amended, all provisions of the Interlocal Agreement between the City and UTEP, dated September 27, 2006 remain the same and shall remain in full force and effect.

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, Texas, acting in its capacity as the fiscal agent to the MPO:

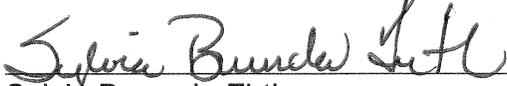
ATTEST:

CITY OF EL PASO:

Richarda Duffy Momsen
City Clerk

John F. Cook
Mayor

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

**UNIVERSITY OF TEXAS AT EL PASO
(UTEP):**

Diana Natalicio, President

ATTACHMENT "A-1"
JOB DESCRIPTION

Transportation Modeler

El Paso MPO Contract Position

Summary

Under general supervision, assists performance of all phases of surface transportation planning and travel demand modeling; performs related duties as required.

Typical Duties

Assist in the preparation of transportation studies for future roads, transit terminals and facilities, and modifications to existing roadways; collects and analyzes data pertaining to road use and transportation statistics; prepares statistical summaries of data collected; prepares maps, charts, and graphs; prepares grant applications.

Collects air quality and other environmental impact data and assists with analysis and reporting. Provides information and guidance to International, Federal, State and local agencies and advisory committees and represents the department at public meetings.

Minimum Qualifications:

Training and Experience: Graduation from an accredited college or university with a Bachelor's degree in Transportation Planning, Urban Planning, Civil Engineering, Industrial Engineering or a closely related field.

Knowledge, Skills, and Abilities: Good knowledge of personal computer applications, some knowledge of the principles and practices of transportation planning.

Ability to read, follow and interpret State and Federal regulations; ability to run travel demand models; ability to apply statistics and mathematics to planning problems; ability to analyze data and do mathematical calculations for factors such as street slopes and grades; ability to comprehend legal descriptions of property; ability to establish and maintain effective working relationships with fellow employees, officials and the general public; ability to express oneself clearly and concisely, both orally and in writing; ability to maintain records and prepare reports.