

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

DEPARTMENT: MPO

AGENDA DATE: April 10, 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 Interlocal Agreement between the City of El Paso, in its capacity as the Metropolitan Planning Organization (MPO) and the Texas Department of Transportation (TxDOT) for TxDOT to perform traffic data collection at locations which are off the state system for the City of El Paso (MPO). The cost to perform the services shall not exceed \$21,280.00.

BACKGROUND / DISCUSSION:

The Federal Highway Administration has instructed the Metropolitan Planning Organization to conduct traffic counts on the off-system (non highways). This agreement will comply with the Federal Highway Administration's instructions.

PRIOR COUNCIL ACTION:

None.

AMOUNT AND SOURCE OF FUNDING:

\$21,280.00 MPO Planning Funds: 80% Federal; 20% state.

BOARD / COMMISSION ACTION:

Transportation Policy Board approved this project on February 23, 2007.

CITY CLERK DEPT.
07 APR - 2 AM 10:41

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

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

OTHER: _____

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, in its capacity as the Metropolitan Planning Organization (MPO) and the Texas Department of Transportation (TxDOT) for TxDOT to perform traffic data collection at locations which are off the state system for the City of El Paso (MPO). The cost to perform the services shall not exceed \$21,280.00.

PASSED AND APPROVED this _____ day of April 2007.

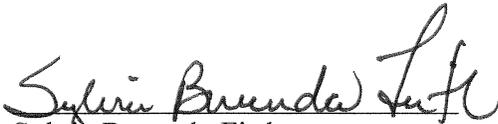
THE CITY OF EL PASO

John F. Cook
Mayor

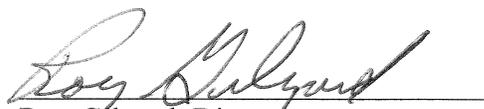
ATTEST:

Richarda Duffy Momsen
Municipal Clerk

APPROVED AS TO FORM:


Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Roy Gilyard, Director
Metropolitan Planning Organization

ATTACHMENT A

Scope of Services

TxDOT will be performing traffic data collection work at locations which are off the state system for the City of El Paso (El Paso Metropolitan Planning Organization). TxDOT will charge the City of El Paso (El Paso Metropolitan Planning Organization) for 100% of the traffic data collection work. The City of El Paso (El Paso Metropolitan Planning Organization) will pay TxDOT for 100% of the work. The estimate amount is \$21,280.

CITY CLERK DEPT.
07 APR -4 AM 10:30

ATTACHMENT B

Budget

The cost to perform traffic data collection work for off the state locations is \$21,280, and shall not be exceeded.

CITY CLERK DEPT.
07 APR -4 AM 10:30

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07 APR -4 AM 10:30

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 3. Disputes

TxDOT shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDOT under this contract shall be owned by TxDOT.

Article 5. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement.

Article 9. State Auditor's Provision

The state auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an

audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Article 10. Signatory Warranty

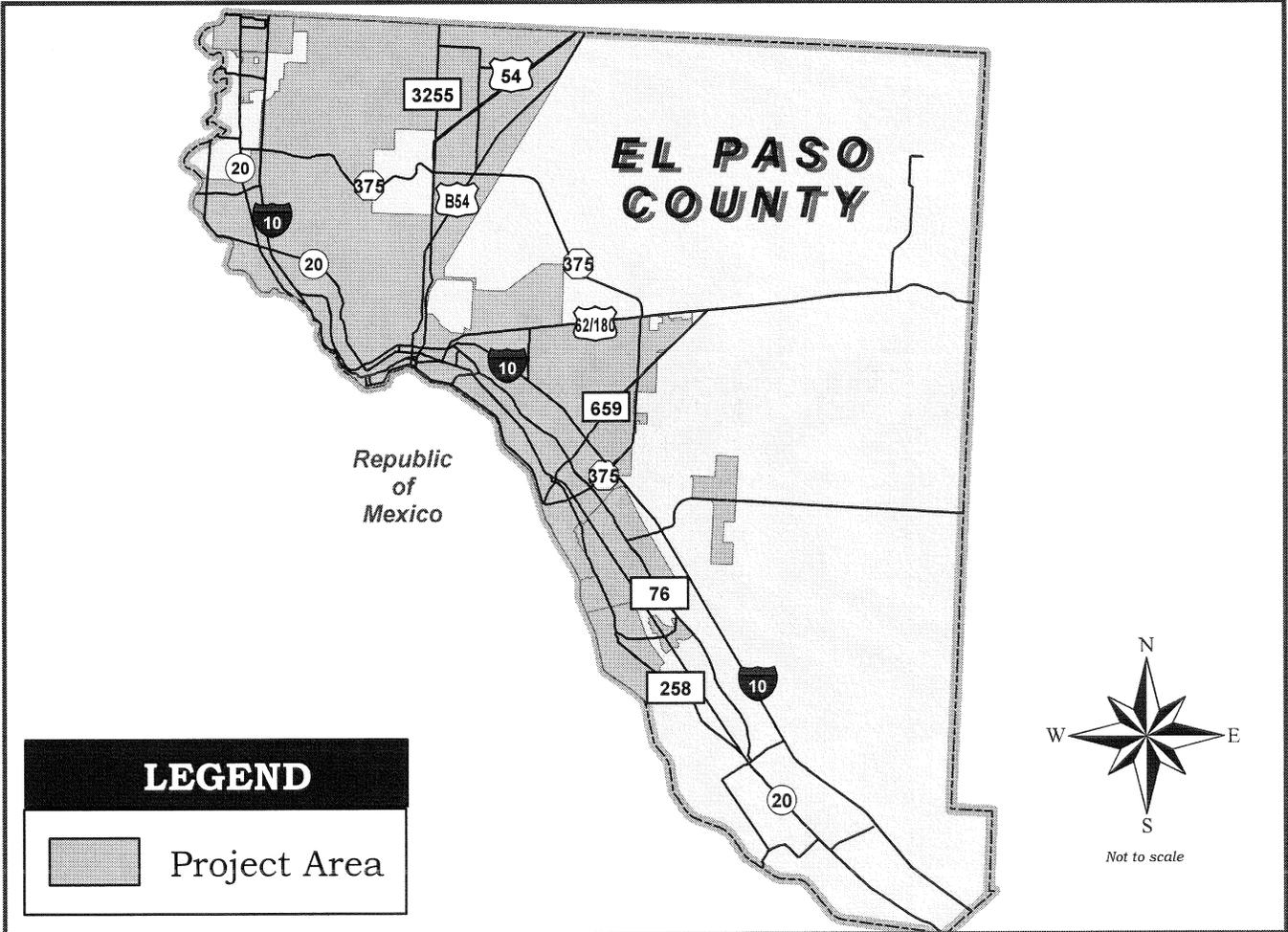
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

CITY CLERK DEPT.
07 APR -4 AM 10:30

ATTACHMENT D
Resolution or Ordinance

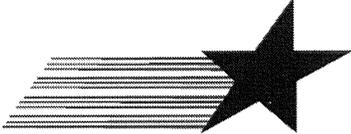
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07 APR -4, AM 10:30

PROJECT LOCATION MAP El Paso County, Texas



LEGEND

 Project Area



Texas
Department
of Transportation

EL PASO DISTRICT

***INTERLOCAL AGREEMENT
Traffic Data Collection
for MPO***