

**CITY OF EL PASO, TEXAS**  
**AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** MPO

**AGENDA DATE:** April 06, 2010

**CONTACT PERSON/PHONE:** Roy Gilyard / (915) 591-9735 ext. 13

**DISTRICT(S) AFFECTED:** ALL

**SUBJECT:**

That the City Manager be authorized to sign a Second Amendment To Consulting Agreement by and between THE CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization ("MPO") for the El Paso Urban Transportation Study Area, hereinafter referred to as "CITY", and THE INTERNATIONAL COMMUNITIES RESEARCH CENTER ("ICRC"), a non-profit research organization, amending the scope of services to be provided by ICRC and increasing the consideration to be paid by the MPO by an additional \$92,475.

**BACKGROUND / DISCUSSION:**

The Transborder Travel Demand Model (TTDM) is a technical tool for the improved estimation of travel flows on all international ports-of-entry in the El Paso study area.

Under the First Amendment, ICRC is currently developing a TTDM for base-year 2010; the effort includes the design of travel surveys at ports-of-entry. This research is being funded by the World Bank.

Under the Second Amendment, ICRC will use the TTDM to develop forecasts for years 2020, 2025, and 2035. This research is being funded by MPO Planning Funds.

**PRIOR COUNCIL ACTION:**

First Amendment was approved by Council on February 23, 2010.

**AMOUNT AND SOURCE OF FUNDING:**

Account 502215, Fund 05043, Grant G781002, Dept. ID 68150009

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**BOARD / COMMISSION ACTION:**

The Transportation Policy Board for the MPO approved the ICRC agreement on March 5, 2010.

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

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

**DEPARTMENT HEAD:** \_\_\_\_\_  
(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 THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a Second Amendment To Consulting Agreement by and between THE CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization ("MPO") for the El Paso Urban Transportation Study Area, hereinafter referred to as "CITY", and THE INTERNATIONAL COMMUNITIES RESEARCH CENTER ("ICRC"), a non-profit research organization, amending the scope of services to be provided by ICRC and increasing the consideration to be paid by the MPO.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

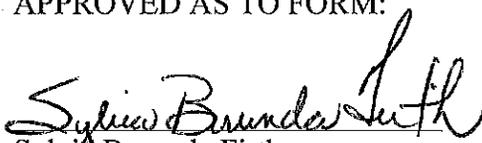
**CITY OF EL PASO:**

\_\_\_\_\_  
John 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           §  
  §           **SECOND AMENDMENT TO CONSULTING**  
COUNTY OF EL PASO   §                           **AGREEMENT**

**THIS SECOND AMENDMENT** entered into as of the 15th day of April, 2010 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 serves as a technical liaison between the Instituto Municipal de Investigacion y Planeacion (“IMIP”) in Ciudad Juarez, Chihuahua and the MPO, facilitating coordination, data exchange, and engaging in advanced transportation modeling for the international metropolitan area; and,

**WHEREAS**, ICRC and CITY entered into an agreement on or about February 19, 2008 (the “Agreement”) whereby the ICRC agreed to provide certain analytical and technical support services to the MPO as described in said Agreement; and,

**WHEREAS**, the Agreement was on January 26, 2009 extended by agreement of the parties for an additional one-year term; and,

**WHEREAS**, the term, scope, and consideration under the original agreement were further amended on February 23, 2010; and,

**WHEREAS**, the MPO has requested that the term of the original agreement be further extended, and that the scope of services to be provided by ICRC under the terms of the Agreement be further revised for the additional consideration of NINETY TWO THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$92,475.00); and,

**WHEREAS**, CITY and ICRC have determined it to be in their best interest to have the term of the Agreement extended, the Scope of Services specified in the Agreement modified and to increase the consideration to be paid to ICRC by NINETY TWO THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$92,475.00).

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in the Agreement and this Second Amendment, CITY and ICRC agree as follows:

1. Paragraph 1 of the Agreement, titled “Services” shall be amended to read as follows:

**SERVICES.** In addition to the services which ICRC agreed to provide pursuant to the terms of this Agreement, ICRC agrees to perform the technical work described in the Scope of Work attached hereto as Exhibit “C,” and fully incorporated herein by reference.

2. Paragraph 2 of the agreement titled, “Term” shall be amended to read as follows:

2. Paragraph 2 of the agreement titled, "Term" shall be amended to read as follows:

**TERM.** The term of this Agreement shall be from February 29, 2008 through August 28, 2011. The term of this Agreement may be extended for additional one-year terms upon the written approval of both parties.

3. Paragraph 3 of the Agreement, titled "Consideration" shall be amended to read as follows:

**CONSIDERATION.** The total payment by CITY to ICRC under the Agreement, the First Amendment, and this Second Amendment shall not exceed TWO HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED SEVENTY FIVE AND NO/100 DOLLARS (\$226,775.00). Periodic payments will be made to ICRC within thirty (30) days following the monthly submittal of invoices and time sheets, accompanied by a progress report based on previously approved work assignments by the MPO office.

Except as herein amended all other provisions of the Agreement between CITY and ICRC entered on February 19, 2008 and the First Amendment remain in effect and unchanged.

**CITY OF EL PASO:**

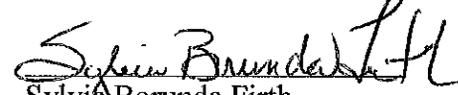
By: \_\_\_\_\_

Joyce A. Wilson  
City Manager

**ATTEST:**

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

**APPROVED AS TO FORM:**

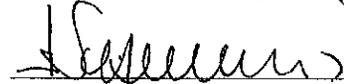
  
Sylvia Borunda Firth  
Senior Assistant City Attorney

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

**APPROVED AS TO CONTENT:**

  
Roy Gilyard, Executive Director  
Metropolitan Planning Organization

**INTERNATIONAL COMMUNITIES  
RESEARCH CENTER (ICRC):**

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

## Exhibit "C"

### SCOPE OF WORK

#### 1. **Background**

The International Communities Research Center (ICRC) is a non-profit research organization based in Texas, which focuses on transborder issues between the US and Mexico. In particular has been serving as a technical liaison between the Instituto Municipal de Investigación y Planeación (IMIP) in Ciudad Juárez and the El Paso Metropolitan Planning Organization (El Paso MPO), facilitating coordination, data exchange and in particular engaging in advanced transportation modeling for the international metropolitan area.

Among other bi-national projects, ICRC together with the El Paso MPO and IMIP were awarded a grant by the Federal Highway Administration and the General Service Administration to evaluate the BorderWizard software for port-of-entry traffic microsimulation and its compatibility with macro-level travel models.

ICRC is the developer and keeper of the Transborder Travel Demand Model (TTDM) for the El Paso-Juarez region, the first model of its kind in any of the US borders. ICRC will not allow the use of its TTDM Software by others.

#### 2. **Project Scope**

I. Using the 2010 calibrated TTDM , run forecasts for 2020, 2025, and 2035 under 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

II. Develop transborder trip matrices for forecast years 2020, 2025, and 2035, under 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

3. **Schedule**

The present scope of work should be developed and delivered in 18 months.

4. **Costs**

The cost of present work will be \$92,475