

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

DEPARTMENT: MPO

AGENDA DATE: May 12, 2009

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

DISTRICT(S) AFFECTED: N/A

SUBJECT:

That the Mayor be authorized to sign a Second Consulting 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 Instituto Municipal De Investigacion Y Planeacion De Cd. Juarez, Chih., Mexico ("IMIP"), whereby the MPO will provide analysis and Geographic Information Systems ("GIS") technical work to the IMIP for an IMIP international travel demand model for the El Paso/Ciudad Juarez area. The Agreement period is from May 12, 2009 through May 11, 2010, with the option for additional one-year extensions.

BACKGROUND / DISCUSSION:

IMIP is in the process of conducting transportation travel surveys for Cd. Juarez, Chih., Mexico, and has need to use the MPO's travel demand models and GIS software. The MPO will analyze the survey results of IMIP's travel surveys.

PRIOR COUNCIL ACTION:

First Consulting Agreement was approved on April 10, 2007.

AMOUNT AND SOURCE OF FUNDING:

IMIP will provide 100% of the funds.

BOARD / COMMISSION ACTION:

The Transportation Policy Board for the MPO approved the Unified Work Program on July 27, 2007.

*****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 Mayor be authorized to sign a Second Consulting 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 Instituto Municipal De Investigacion Y Planeacion De Cd. Juarez, Chih., Mexico ("IMIP"), whereby the MPO will provide analysis and Geographic Information Systems ("GIS") technical work to the IMIP for an IMIP international travel demand model for the El Paso/Ciudad Juarez area. The Agreement period is from May 12, 2009 through May 11, 2010, with the option for additional one-year extensions.

ADOPTED this ____ day of _____, 2009.

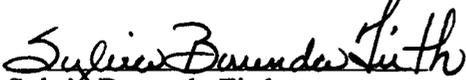
THE CITY OF EL PASO

John F. Cook
Mayor

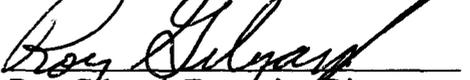
ATTEST:

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 §

SECOND CONSULTING AGREEMENT

This Second Consulting Agreement is entered into this 12 day of May, 2009, by and between the CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas (the "CITY"), in its capacity as the Metropolitan Planning Organization for the City of El Paso Urban Transportation Study Area (the "MPO"), and the INSTITUTO MUNICIPAL DE INVESTIGACION Y PLANEACION DE CD. JUAREZ, CHIH., MEXICO (the "IMIP"), to-wit:

WITNESSETH:

WHEREAS, the IMIP and the CITY on or about April 10, 2007 entered into a consulting agreement whereby the CITY agreed to provide certain analytical and Geographic Information Systems ("GIS") technical work to the IMIP for an IMIP international travel study; and,

WHEREAS, the term and scope of said consulting agreement were subsequently twice amended; and,

WHEREAS, the term of the original consulting agreement, as amended, expired on January 22, 2009; and,

WHEREAS, the IMIP has requested additional analytical and GIS technical work from the MPO in order to complete its international travel model for the El Paso/Ciudad Juarez area; and,

WHEREAS, for additional consideration, the MPO is willing to provide the analytical and GIS technical work requested by the IMIP.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES RECITED HEREIN, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

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

1. **SCOPE OF SERVICES**

The CITY agrees to provide the services described in Attachment "A," made a part hereof by reference for all purposes.

2. **TERM**

The Term of this Agreement shall begin on May 12, 2009, and shall end on May 11, 2010. For additional consideration, the term of this agreement may be extended for additional one-year terms upon the written approval of both parties.

3. **CONSIDERATION**

The total payment by the IMIP to the CITY under this agreement shall not exceed EIGHTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$80,300.00). Payment shall be made to the CITY upon completion of work to be performed by the MPO.

4. **CERTIFICATION**

The CITY hereby certifies that the services to be provided by the MPO to the IMIP are necessary and essential activities that are properly within the statutory functions and programs of the CITY and the MPO.

5. **APPLICABLE LAWS**

The MPO 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 the IMIP, and between the MPO and the IMIP.

7. **ASSIGNMENT**

The services to be provided under this Agreement are specific to the IMIP and shall not be assigned or delegated without the prior written consent of the CITY. Any attempt to assign without the prior written consent of the CITY shall be void and, may at the option of the CITY, result in a termination of this Agreement.

8. **TERMINATION**

A. Either party may terminate this Agreement if the other is in default upon ten (10) days written notice to the other party, provided that the other party shall be given a reasonable time to cure said default. The CITY and the IMIP may terminate this Agreement 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, the IMIP shall return any materials belonging to the CITY, such as all drawings, plans, records, and other materials, which are currently in the IMIP'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 their 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

IMIP: Director General IMIP
Benjamin Franklin 4185
Estoculmo, Circuito Pronaf.
Cd. Juarez, Chih., Mexico 32310

Copy to: City of El Paso
Attn: Deputy City Manager, Patricia D. Aduato
2 Civic Center Plaza
El Paso, Texas 79901

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 of 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 the CITY and to the MPO pursuant to the terms of this Agreement, or any written

amendment hereto.

- B. **Specific Discriminatory Actions prohibited:** The parties hereto 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 accomplishments 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. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding between 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. **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.

18. **PROMOTIONAL USE.**

The IMIP may not authorize or use any materials or information acquired or produced by the CITY or the MPO in the fulfillment of this agreement for any promotional use without limitation without the prior written consent of the CITY and the MPO.

19. **RECORDS.**

Records and documents prepared by the MPO and provided to the IMIP shall be kept and maintained by the IMIP for a minimum of two years after the expiration of this agreement, and any extensions thereto. At the request of either the CITY or the MPO copies of such records or documents shall be provided by the IMIP to the CITY or the MPO at no cost to either the CITY or the MPO.

20. **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 _____, 2009.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

THE CITY OF EL PASO, in its capacity as the
METROPOLITAN PLANNING ORGANIZATION
("CITY"):

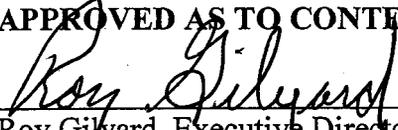
By: _____

John F. Cook
Mayor

ATTEST:

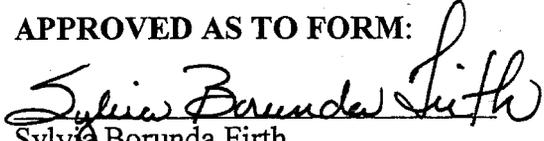
Richarda Momsen

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

APPROVED AS TO FORM:



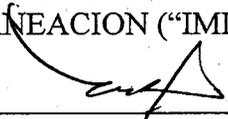
Sylvia Borunda Firth
Senior Assistant City Attorney



Eduardo Miranda
Legal Counsel for the MPO

INSTITUTO MUNICIPAL DE INVESTIGACION
Y PLANEACION ("IMIP")

By: _____


Director General, IMIP

ATTACHMENT "A"

SCOPE OF WORK

The MPO and IMIP are updating the agreement for the TransBorder model, which is the international travel demand model for the El Paso/Ciudad Juarez area.

TASK V. Development of component sub-models

Having prepared and organized the origin-destination databases, these will be used to develop the following component sub-models:

Trip generation:

As a first step to establish daily travel flows, trips generation rates will be developed. As minimum, productions should be based on household size and household income, while attractions should be based on area type and employment by economic activity. These rates should be expressed in person-trips/day. Final production and attractions should be balanced before moving to the next component sub-model.

Trip distribution:

Trip distribution focuses on the trip exchange between zones. This exchange between zones is typically presented in a two-dimensional matrix, where each cell of the matrix represents the number of trips produced by zone i (row i) and attracted by zone j (column j). The production-attraction (P-A) matrix is then transformed into an origin-destination (O-D) matrix, re-computing cell values to yield a symmetric matrix around the main diagonal. An O-D matrix should be obtained for each generic trip purpose calibrating gravity models until travel time frequency distributions from the model emulate closely those from the survey instrument.

Mode split:

Using the survey data on chosen modes of travel, algorithms should be calibrated to emulate such behavior, and sensitive to transportation infrastructure and each person's attributes. These algorithms will be developed for a minimum of three generic modes:

- Private low-occupancy motorized vehicles (AUTO): Include cars, taxis, motorcycles, vans and trucks.
- Public high-occupancy motorized vehicles (TRANSIT): Includes normal and express bus services.
- Pedestrian and bicycle travel (NON-MOTORIZED)

The proportions of use of these three modes of transportation are expressed as percentages of the total daily person trips between zones in the study area.

The mode split algorithms should be established using discrete choice models, which yield the each person's probability of choosing a particular transportation mode, based on the relative measure of its attractiveness compared to other modes available. This measure of attractiveness is provided through the development of a utility function by mode, calibrated by the method of maximum likelihood.

Trip assignment and validation process:

This is the final step in the travel model development. Here the O-D trip matrix for each generic mode is assigned to the corresponding transportation network.

For the roadway (AUTO) network a User-equilibrium (UE) algorithm should be used. This algorithm assigns traffic volumes to each link in the network through a gradual iterative process that balances the level of congestion between alternative paths of similar cost (time). The process involves the re-estimation of travel speeds, taking into consideration the increase in congestion as traffic volume accumulates. As a result of this step, networks are "loaded" with traffic volumes and speeds by each link.

In the case of TRANSIT mode, trip assignment should be done through the Pathfinder procedure.

In the case of NON-MOTORIZED mode, trip assignment should be done through the All-or-Nothing (AON) procedure, which does not consider capacity constraints.

Finally, modeled flows for AUTO and TRANSIT networks will be compared against observed values to establish level of precision and model error, therefore validating the use of the model to forecast future scenarios.

On-road mobile source emissions:

Having assigned all motorized traffic on the networks, daily emissions should be estimated. The procedure should include the estimation of emission factors by speed range through the use of EPA's Mobile6-Mexico software. Depending on the speed, these factors will be assigned to specific network links to establish daily emissions by link and for the entire network.

TASK VI. Documentation

A final report will be prepared, detailing each of the tasks undertaken for the project (I through V). The report will be provided in electronic format.