

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

DEPARTMENT: MPO

AGENDA DATE: August 11, 2009

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

DISTRICT(S) AFFECTED: N/A

SUBJECT:

That the Mayor be authorized to sign an Interlocal 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 for the El Paso Urban Transportation Study Area, hereinafter referred to as "CITY, and THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") whereby TXDOT will provide at no cost to the CITY training and technical assistance for access to NEPAssist, a web-based planning tool used to facilitate the integration of environmental measurements and considerations into project design and decision making.

BACKGROUND / DISCUSSION:

Due to the National Environmental Policy Act (NEPA), Local Governments involved in transportation planning have a requirement to integrate environmental measurements and considerations into project design and decision making. TxDOT shall provide training and technical assistance to the Local Governments for NEPAssist access. NEPAssist is a web-based tool used to facilitate the environmental review process by identifying potential issues in the early stages of project development and assists in meeting the requirements of NEPA.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

None

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 an Interlocal 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 for the El Paso Urban Transportation Study Area, hereinafter referred to as "CITY, and THE TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT") wherebyTXDOT will provide at no cost to the CITY training and technical assistance for access to NEPAssist, a web-based planning tool used to facilitate the integration of environmental measurements and considerations into project design and decision making.

ADOPTED this ____ day of _____, 2009.

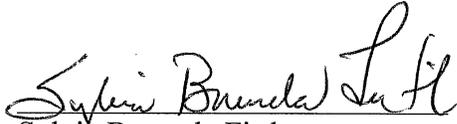
CITY OF EL PASO:

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

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Transportation TxDOT
El Paso Metropolitan Planning Organization Local Government

II. PURPOSE: Due to the National Environmental Policy Act (NEPA), Local Governments involved in transportation planning have a requirement to integrate environmental measurements and considerations into project design and decision making. TxDOT shall provide training and technical assistance to the Local Governments for NEPAAssist access. NEPAAssist is a web-based tool used to facilitate the environmental review process by identifying potential issues in the early stages of project development and assists in meeting the requirements of NEPA.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDOT will undertake and carry out services described in **Attachment A**, Scope of Services.

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$0.00.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates on August 31, 2010 or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to obtain the services described in **Attachment A**.

This contract incorporates the provisions of **Attachment A**, Scope of Services, and **Attachment B**, General Terms and Conditions and **Attachment C**, Resolution or Ordinance.

Approved as to Form

By  Date 6/25/2009
Eduardo Miranda, Legal Counsel for the MPO

By _____ Date _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

FOR THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

By _____ Date _____
Janice Mullenix
Director, Contract Services Section

ATTACHMENT A Scope of Services

Access and Training:

Access to NEPAAssist may not be given to the Local Government until the individual user of NEPAAssist attends a two-hour training event to present NEPAAssist procedures, features and capabilities. TxDOT shall coordinate a minimum of five (5) training events before August 31, 2010 and shall notify the Metropolitan Planning Organization (MPO) community as soon as specific training information becomes available. All training costs related to attendance at the training sessions shall be incurred by the Local Government. Advanced refresher training may be scheduled during the period of this agreement. Additional training needs of the Local Government other than the 5 events that TxDOT coordinates must occur at the expense of the Local Government and coordination of the event shall be determined by TxDOT.

The Local Government shall obtain access to NEPAAssist by requesting a user ID and password, preferably at minimum of 30 days prior to a scheduled training session. Access requests are submitted through TxDOT's Environmental Affairs Division's (ENV) Information Resource Coordinator, Maya Coleman at mcolem2@dot.state.tx.us

The Local Government must provide the following information for each user of NEPAAssist to Ms. Coleman with a request to attend a specific training session:

- Agency Name
- First Name
- Last Name
- Department Name
- Mailing Street Address
- Mailing City Name
- Mailing Postal Code
- Mailing State Code
- Job Title
- Phone Number
- FAX Number
- E-mail Address

Use

NEPAAssist is available to use for transportation planning purposes, environmental screening, or other purposes as authorized by TxDOT's Transportation Planning and Programming Division's Data Management Section. Any other usage is forbidden. Access to NEPAAssist is restricted to employees of MPOs. If MPO consultants or contractors are given access to NEPAAssist, the Local Government shall ensure that NEPAAssist is used only for purposes previously authorized by TxDOT.

Restrictions

Due to data security issues, performance levels, or any other reason, TxDOT may limit the number of users to NEPAAssist at any time. Any limitations action will not occur until discussions are held with TxDOT and, in some circumstances, consultation with the third party provider of NEPAAssist, Environmental Protection Agency, Region 6 (EPA).

Technical Assistance

Internet access and technical issues regarding internet access is the responsibility of the Local Government.

Technical assistance for NEPAAssist is defined as assistance with application disruption, data errors, ID/password failure, or system glitches commonly known as “bugs”. All technical assistance for NEPAAssist must be obtained through TxDOT’s Points of Contact as listed below:

For access, coordination, and technical assistance:

TxDOT Environmental Affairs Division Geographic Information Systems (ENV-GIS)- 512/416-2662

For NEPAAssist usage questions and planning program information:

TPP- Systems Planning Section – 512/486-5056

TxDOT reserves the right to limit technical assistance based upon activity, availability, and complexity.

ATTACHMENT B

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.

Article 11. Notices

All notices to either party shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to that party at the following address:

State:	Texas Department of Transportation Transportation Planning and Programming Division Attn: System Planning Director 125 East 11 th Street Austin, Texas 78701
Local Government:	El Paso Metropolitan Planning Organization Attn: Executive Director 10767 Gateway Blvd West, Suite 605 El Paso, Texas 79935

All notices shall be deemed given on the date delivered in person or deposited in the mail. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**Attachment C
Resolution or Ordinance**
