

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

DEPARTMENT: MPO
AGENDA DATE: September 2, 2008
CONTACT PERSON/PHONE: Roy Gilyard (915) 591-9735 Ext. 13
DISTRICT(S) AFFECTED: All Districts

SUBJECT:

That the Mayor be authorized to sign an 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"), to assist the MPO in developing the International and Regional Transportation Model. The Agreement period is from October 1, 2008 through September 30, 2009, with the option for two (2) one-year extensions.

BACKGROUND / DISCUSSION:

The MPO has benefited greatly through the use of its Interlocal Agreements with UTEP. This benefit has been in the area of providing transportation and technical analysis, research, and assistance. The Interlocal Agreement will help the MPO in its mission to develop the International and Regional Transportation Model.

PRIOR COUNCIL ACTION:

None.

AMOUNT AND SOURCE OF FUNDING:

Account 502215, Fund 05043, Grant G780902, Dept. 68150009

BOARD / COMMISSION ACTION:

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

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

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

OTHER: Patrick T. Abeln, A. A. E., Director of Aviation _____
(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: _____

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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, 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"), to assist the MPO in developing the International and Regional Transportation Model. The Agreement period is from October 1, 2008 through September 30, 2009, with the option for two (2) one-year extensions.

ADOPTED this ____ day of _____, 2008.

THE CITY OF EL PASO

John F. Cook
Mayor

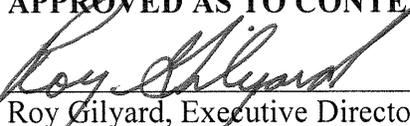
ATTEST:

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

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STATE OF TEXAS §
 §
COUNTY OF EL PASO §

INTERLOCAL AGREEMENT

This Interlocal Agreement is entered into this ___ day of _____, 2008, 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 for the City of El Paso Urban Transportation Study Area (“CITY”), 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.

WITNESSETH

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

1. **SCOPE OF SERVICES**

UTEP agrees to provide support to the Metropolitan Planning Organization (MPO) as set forth in Attachment “A,” made a part hereof by reference for all purposes.

2. **TERM**

The Term of this Agreement shall begin on October 1, 2008, and shall end on September 30, 2009. The term of this agreement may be extended upon the written approval of both parties.

3. **OPTIONS TO EXTEND**

CITY is hereby granted the option to extend this Agreement for two (2) additional one (1) year terms. In the event 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 Three-Year Budget attached hereto and incorporated herein as Attachment “B.”

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.

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4. **COMPENSATION AND METHOD OF PAYMENT**

The cost of the Agreement in the first year shall not exceed ONE HUNDRED FIFTY-ONE THOUSAND THREE HUNDRED FORTY-EIGHT AND NO/100 DOLLARS (\$151,348.00). UTEP agrees that at no time shall it make a claim against CITY for more than the rate 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, accompanied by a progress report based on previously approved work assignments by the MPO office.

5. **CERTIFICATION**

CITY hereby certifies that the services to be provided by UTEP are necessary and essential activities that are properly within the statutory functions and programs of the respective state and local entities.

6. **APPLICABLE LAWS**

UTEP shall perform all services under this Agreement in accordance with all applicable local, state, and federal laws and regulations.

7. **INDEPENDENT CONTRACTOR**

Nothing contained herein shall be construed as creating the relationship of employer and employee between CITY and UTEP.

8. **ASSIGNMENT**

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

9. **TERMINATION**

- A. Either party may terminate this Agreement if the other is in default upon five (5) days written notice to the other party, provided that the other party shall be given a reasonable time to cure said default. CITY and UTEP 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, UTEP shall return any materials belonging to CITY, such as all

drawings, plans, records, and other materials, which are currently in UTEP's possession.

10. **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 79968

UTEP: Vice President for Research and Sponsored Projects
University of Texas at El Paso
500 W. University Ave.
Admin. Bldg., Rm. #209
El Paso, Texas 79968

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11. **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.

12. **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 UTEP pursuant to the terms of this Agreement, or any written amendment hereto.
- B. Specific Discriminatory Actions prohibited: UTEP 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.

13. **NO VERBAL AGREEMENT**

This Agreement contains all commitments and agreements of the parties hereto, and no verbal or other written commitment shall have any force or effect if not contained herein.

14. **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

15. **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.

16. **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.

17. **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.

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.

(SIGNATURES BEGIN ON FOLLOWING PAGE)

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**THE CITY OF EL PASO, in its capacity
as THE EL PASO METROPOLITAN
PLANNING ORGANIZATION:**

By: _____
John F. Cook
Mayor

ATTEST:

Richarda Momsen
City Clerk

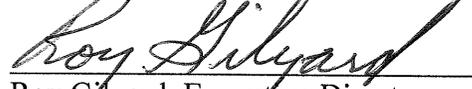
APPROVED AS TO FORM:

Sylvia Borunda Firth
Senior Assistant City Attorney



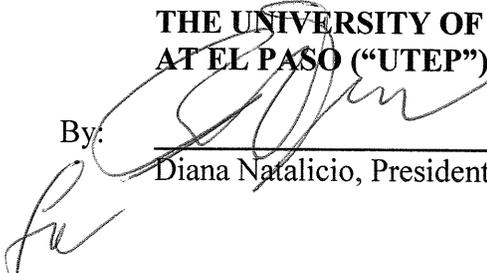
Eduardo Miranda
MPO Legal Counsel

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

**THE UNIVERSITY OF TEXAS
AT EL PASO ("UTEP")**

By: 

Diana Natalicio, President

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ATTACHMENT "A"
**Metropolitan Planning Organization and University of Texas at El Paso
Inter-local Agreement**

1. Background

Through the inception of federal legislation, starting with the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) through the current legislation, Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), the El Paso Metropolitan Planning Organization (MPO) has faced increasing challenges in undertaking effective regional and international transportation planning. The MPO coordinates regional transportation planning with two (2) countries, and three (3) states and is governed by the Transportation Policy Board (TPB) with the City of El Paso acting as the fiscal agent.

The El Paso MPO is known as one of the most capable and pioneering MPOs in Texas and is the first MPO in the nation to create an international travel demand model. Currently, the MPO possesses advanced in-house travel demand and network modeling (TDM) capabilities and is developing a state-of-the-art land use model (LUM). El Paso MPO has also been serving as the "evaluating agency" for major bi-national transportation planning and policy decisions in the region. To cope with challenging border transportation planning issues, the El Paso MPO technical staff constantly seeks innovative and sophisticated techniques from technical journals, conferences, and/or workshops.

For the past five (5) years, the MPO has kept a series of one-year inter-local agreements with the University of Texas-El Paso's professors/researchers, staff and students to supplement the existing transportation planning MPO staff in fulfilling federal and state metropolitan transportation planning processes. This agreement contributes to a finer resolution of traffic representation and a more accurate impact measurement of various transportation system expansions and/or improvement projects. In addition, it provides a scientific tool to forecast land uses and demographics. Through the use of these sophisticated technical tools, the MPO Office can improve its recommendations to the TPB on strategic, short- range plans, and long -range transportation plans.

Besides the actual benefit of advancing modeling capability in El Paso, this project will also significantly publicize the capability and achievements of the El Paso MPO to a broader audience.

To set forth the work required, this proposal defines the project objectives, scopes, detailed tasks, and time frame in the next few sections.

2. Project Scope

This agreement has as its goal to assist in:

1. Evaluation and application of the next-generation Travel Demand Models and Land Use Models.
2. Providing technical assistance to MPO member agencies and the residents of the MPO Study Area. The MPO Study Area is all of the County of El Paso and a portion of Southern Doña Ana County (City of Sunland Park, Santa Teresa, communities of Anthony and Berino), and the community of Chaparral, Otero County, NM.
3. Completing the 2030 Metropolitan Transportation Plan, Transportation Improvement Plan, Congestion Management Process, and other federally mandated documents.
4. Evaluating the port-of-entry traffic assignment model for the Federal Highway Administration.
5. Providing technical assistance to Sun Metro and the County of El Paso Transit.
6. Providing technical assistance to the New Mexico Regional Transit District, whose study limits are between the City of Sunland Park through Las Cruces to Alamogordo and to include all communities and cities in between.

3. Work Plan

Implementing the Unified Planning Work Program (UPWP), an annual listing of regional transportation tasks adopted by the TPB and approved by the FHWA, is a major process of the work plan. The UPWP contains the MPO's approved yearly operating budget.

The Unified Planning Work Program (UPWP) is a two-year transportation planning work program detailing transportation planning, programs and services (work) to be performed by the El Paso Metropolitan Planning Organization (MPO) in support of the "3C" planning process whereby issues and projects are evaluated *continuously, comprehensively, and cooperatively*. It contains a listing of planning projects, programs and services performed by public and private transportation planning agencies and partnerships whose projects will have a regionally significant impact in the El Paso MPO region. The UPWP is an instrument for coordinating metropolitan transportation and air quality planning activities in the region.

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ATTACHMENT "B"

UNIVERSITY OF TEXAS AT EL PASO BUDGET SUMMARY

PRINCIPAL INVESTIGATOR: Ruey L. Cheu
CO-PRINCIPAL INVESTIGATOR: Soheil Nazarian
PERIOD: From 10/1/2008 to 9/30/2011
TITLE: Interagency Contract with MPO
AGENCY: Metropolitan Planning Organization

	Year 1	Year 2	Year 3	Total
A SALARIES AND WAGES - SENIOR PERSONNEL				
1 Ruey L. Cheu	0	0	0	0
2 Soheil Nazarian	0	0	0	0
SUBTOTAL	0	0	0	0
B OTHER PERSONNEL				
1 Post Doctoral (Yrs1-3)12.0mos@100.0%	47,858	49,294	50,773	147,925
2 Other Professional (Yrs1-3)12.0mos@100.0%	36,139	37,223	38,340	111,702
3 Graduate Students	0	0	0	0
4 Undergraduate Students (Yr1)50.0wks@19.0hrs (Yrs2,3)44.0wks@19.0hrs	7,845	7,099	7,312	22,256
5 Secretarial/Clerical (Yrs1-3)12.0mos@10.0%	2,449	2,522	2,598	7,569
6 Other Personnel	0	0	0	0
TOTAL - SALARIES AND WAGES	94,291	96,138	99,023	289,452
C FRINGE BENEFITS				
1 FACULTY AND STAFF	28,650	29,110	29,584	87,344
2 STUDENTS	48	43	45	136
TOTAL FRINGE BENEFITS	28,698	29,153	29,629	87,480
D TOTAL - SALARIES AND WAGES/FRINGE BENEFITS	122,989	125,291	128,652	376,932
E EQUIPMENT				
1	0	0	0	0
TOTAL - EQUIPMENT	0	0	0	0
F TRAVEL				
1 DOMESTIC	8,000	8,000	8,000	24,000
2 FOREIGN	0	0	0	0
TOTAL - TRAVEL	8,000	8,000	8,000	24,000
G PARTICIPANT SUPPORT COSTS				
1 STIPENDS	0	0	0	0
2 TRAVEL	0	0	0	0
3 SUBSISTENCE	0	0	0	0
4 TUITION AND FEES	0	0	0	0
TOTAL - PARTICIPANT COST	0	0	0	0
H OTHER DIRECT COSTS				
1 MATERIALS AND SUPPLIES	0	0	0	0
2 PUBLICATION COSTS	0	0	0	0
3 CONSULTANTS	0	0	0	0
4 COMPUTER SERVICES	0	0	0	0
5 SUBCONTRACTS	0	0	0	0
6 OTHER COSTS	6,600	0	0	6,600
TOTAL - OTHER DIRECT COSTS	6,600	0	0	6,600
I TOTAL DIRECT COSTS	137,589	133,291	136,652	407,532
J INDIRECT COSTS 10% Modified total direct cost	13,759	13,329	13,665	40,753
K TOTAL ESTIMATED COSTS	151,348	146,620	150,317	448,285

All personnel transactions required to fulfill the provisions of this proposal will be made in accord with, and will be governed by, the appropriate University Personnel Policies and Regulations. All salary increases will conform to University policies, subject to the availability of funds. No officer, member, or employee of the University and no other public officials for the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this project which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this project or the proceeds thereof.

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