

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

DEPARTMENT: Engineering

AGENDA DATE: September 16, 2008

CONTACT PERSON/PHONE: R. Alan Shubert, City Engineer (X4423)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager is hereby authorized to sign a three-year Master Interlocal Cooperation Agreement with the Texas Transportation Institute (TTI) for the provision of various transportation research and studies by TTI, in an amount not to exceed \$750,000.

BACKGROUND / DISCUSSION:

As the City prepares to execute the 2008 Comprehensive Mobility Plan (CMP) approved by Council in July 2008, Engineering anticipates that several transportation studies and research will be required in a short time-frame to deliver the projects as scheduled. TTI are transportation experts specializing in innovative transportation initiatives who can provide research and studies to the City and Sun Metro to accomplish the projects. This agreement allows for the City to develop specific project tasks that must be accomplished and have TTI provide proposals based on their governmental rates. Total value of this interlocal agreement is \$750,000 over a three-year period.

As project tasks are assigned, they will be funded through the specific funding source for each project.

PRIOR COUNCIL ACTION:

Approval of 2008 CMP, July, 2008.

AMOUNT AND SOURCE OF FUNDING:

No specific funding is required for this action. As tasks are assigned the project will fund the work.

BOARD / COMMISSION ACTION:

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____

(Example: if RCA is initiated by Engineering, client department should sign also)

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

WHEREAS, the Texas Transportation Institute (TTI) is a state agency that provides transportation studies, research, evaluations and other services related to transportation throughout the State of Texas; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public entities may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, the City of El Paso is in need of various transportation research and services, which may be provided by TTI and the parties therefore find it in the best interest of each party to enter into an agreement whereby TTI may provide various transportation related studies to the City on an as-needed basis;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager is hereby authorized to sign a three year Master Interlocal Cooperation Agreement with the Texas Transportation Institute (TTI) for the provision of various transportation research and studies by TTI, in an amount not to exceed \$750,000.00.

PASSED AND APPROVED THIS _____ DAY OF _____, 2008.

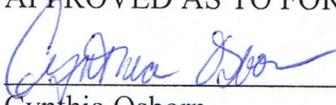
THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

**MASTER
INTERLOCAL COOPERATION AGREEMENT**

This Master Interlocal Cooperation Agreement (“Master Agreement”) is entered into on this _____ day of _____, 2008, by and between the **CITY OF EL PASO** (the “City”), a municipal corporation organized and existing under the laws of the State of Texas, and the **TEXAS TRANSPORTATION INSTITUTE** (“TTI”), an Agency of the State of Texas and a part of the Texas A&M University System.

WHEREAS, TTI is a state agency that provides transportation studies, research, evaluations and other services related to transportation throughout the State of Texas; and

WHEREAS, Chapter 791 of the Texas Government Code provides that any one or more public entities may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, the City is in need of various transportation studies, research, evaluations, and services related to transportation, which may be provided by TTI and the parties therefore find it in the best interest of each party to enter into an agreement whereby TTI may provide various transportation related studies to the City on an as-needed basis;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned Parties agree as follows:

I. FINDINGS.

The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the parties have authorized and approved this Master Agreement by resolution or order adopted by their respective bodies, and that this Master Agreement will be in full force and effect when approved by both parties.

II. STATEMENT OF SERVICES TO BE PERFORMED.

TTI shall provide various transportation studies, research, evaluations and such other transportation related services as the parties may agree to from time to time on a task-by-task basis through the use of task orders, referencing this Master Agreement, executed by both parties. The scope of each task shall be clearly defined within each separate task order, to include the scope of services requested and the compensation due for such task.

III. PAYMENT FOR SERVICES.

The Parties further agree and understand that all fees and compensation to TTI as contemplated herein shall only become due and payable upon the execution of a separate task order whereby specific tasks are requested for specific compensation. The fees to be charged for tasks provided by TTI shall be as set forth in a separate task order referencing this Master Agreement, and shall be pursuant to the rates set forth in the schedule attached hereto as **Exhibit “A”**, with the understanding that the rates are for comparison purposes. Because TTI is a State Agency and part

of a university system, labor and other charges shall be proposed, accumulated and billed in accordance with OMB circular A-21 and other circulars applicable to universities. No services are being requested through this Master Agreement, nor shall any indebtedness accrue through the mere execution of this Master Agreement.

The payment guidelines for each requested task shall be clearly enumerated within a separate task order identifying such task. Such guidelines shall include, but not be limited to, the total amount of compensation due by the City for the requested services, the milestones by which such payment shall be made, if any, and the not to exceed amount for such services. All payments made by the City pursuant to this Agreement shall be made from current revenues available to the City.

The total compensation for all ordered tasks shall not exceed **SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00)**.

TTI hereby agrees that at no time will it make a claim against the City for more than the total compensation. TTI further agrees to bill the respective City department having direct oversight of the specific task being performed under the terms of this Master Agreement.

IV. DISPUTES.

The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Master Agreement or any breach thereof, the Parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith.

The dispute resolution process provided in Chapter 2009, *Texas Government Code*, shall be used by the City and TTI to attempt to resolve any claim for breach of contract made by the parties that cannot be resolved in the ordinary course of business.

Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TTI shall be in the county in which the primary office of the chief executive officer of TTI is located. Venue for any suit filed against the City shall be in El Paso, El Paso County.

V. GENERAL PROVISIONS.

A. Term and Termination. This Master Agreement shall be effective as of the date first written above and shall continue in force and effect for three years unless either Party terminates this Master Agreement. The term of this Master Agreement may be terminated upon thirty (30) days written notice by either Party.

B. Other Services. Nothing in this Master Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Master Agreement or in a separate written instrument executed by both parties.

C. Governmental Immunity. Nothing in this Master Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal right(s) or claim(s) on behalf of any third party. Neither of the Parties waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

D. Independent Contractors. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. Neither party shall be subject to any obligations or liabilities of the other as may be incurred in the performance of this Master Agreement unless expressly authorized herein. The City will provide no fringe benefits to TTI or its employees.

E. Amendments and Modifications. This Master Agreement may not be amended or modified except in writing and executed by both parties to this Master Agreement as authorized by their respective governing bodies.

F. Severability. If any provision of this Master Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Master Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Master Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Master Agreement and be deemed to be validated and enforceable.

G. Legal Construction. Where the context of the Master Agreement requires, the singular shall include the plural and the masculine gender shall include feminine. Both parties have had the ability for counsel of their choice to review this Master Agreement. This Master Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Master Agreement or any particular provisions thereof.

H. Notices. All notices provided pursuant this Master Agreement shall be hand delivered or mailed, certified return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing by the other party:

TTI: Ms. Janice Konecny
Director of Projects Administration and Operational Analysis
Texas Transportation Institute
3135 TAMU
College Station, Texas 77843-3135

City of El Paso: City of El Paso
Attn: City Engineer
2 Civic Center Plaza,
El Paso, Texas 79901

I. Assignment. Neither party may assign its rights or obligations under this Master Agreement without the prior written consent of the other party hereto. Any attempted assignment or delegation by either party shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph and shall be deemed an event of default, which may result in termination.

J. Entire Agreement. This Master Agreement contains all commitments and agreements of the parties hereto, and no verbal or written commitment shall have any force or effect if not contained herein. This Master Agreement may not be amended unless reduced to writing and executed by authorized representatives of both parties hereto.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Joyce Wilson
City Manager

Texas Transportation Institute

By: Dennis L. Christiansen, P.E., Ph.D.
Agency Director

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

(Acknowledgements on following page)

EXHIBIT "A"

TTI FULLY LOADED RATES - 09

<u>Title</u>	est. FY09 Hourly Rate	Fringe <u>17.60%</u>	Health <u>@ \$471</u> /staff-mo	Computer Operations <u>@ \$225/staff-mo</u>	Indirect <u>@ 46.5%</u>	Yr 1 Loaded Hourly Rate	Yr 1 Loaded Daily Rate
Research Engineer	\$58.56	\$10.31	\$2.71	\$1.29	\$33.28	\$106.15	\$849.20
Assoc. Research Engineer	\$36.62	\$6.45	\$2.71	\$1.29	\$21.29	\$68.36	\$546.88
Assoc. Research Scientist	\$40.10	\$7.06	\$2.71	\$1.29	\$23.19	\$74.35	\$594.80
Assoc. Trans. Researcher	\$25.53	\$4.49	\$2.71	\$1.29	\$15.22	\$49.24	\$393.92
Software App. Dev. III	\$24.18	\$4.26	\$2.71	\$1.29	\$14.48	\$46.92	\$375.36
Asst. Research Spec.	\$21.98	\$3.87	\$2.71	\$1.29	\$13.28	\$43.13	\$345.04
Lead Office Asst.	\$13.16	\$2.32	\$2.71	\$1.29	\$8.46	\$27.94	\$223.52
		<u>2.40%</u>	<u>@ \$190/staff mc</u>	<u>No Comp</u>			
Graduate Research Asst. (PhD)	\$21.54	\$0.52	\$2.18	\$0.00	\$11.27	\$35.51	\$284.08
Graduate Research Asst. (MS)	\$20.39	\$0.49	\$2.18	\$0.00	\$10.72	\$33.78	\$270.24
		<u>2.40%</u>	<u>No Health</u>	<u>No Comp</u>			
Undergraduate Student	\$9.50	\$0.23	\$0.00	\$0.00	\$4.52	\$14.25	\$114.00

Note: Loaded rates for comparison purposes only. TTI bills based on level of effort. A researcher who expends 10% of monthly effort on a project bills the sponsor for 10% of monthly salary.
 Project billings itemize component costs exactly as they are incurred.
 For proposal purposes, Computer Operations use fees calculate at a rate of \$1.29 per hour based on the level of effort charged to a particular project.

**MASTER INTERLOCAL COOPERATION AGREEMENT WITH THE
TEXAS TRANSPORTATION INSTITUTE (TTI)**

Agenda Date: September 15, 2008

Item 13

Item Information

- 3-Year agreement**
- \$750,000 limit for 3-years**
- TTI is a research branch of Texas A&M system specializing in transportation analyses and research projects**

**MASTER INTERLOCAL COOPERATION AGREEMENT WITH THE
TEXAS TRANSPORTATION INSTITUTE (TTI)**

Agenda Date: September 15, 2008

Item 13

Item Information

Proposed tasks for TTI

- Provide documentation and research to establish TRZ**
- Alternative Analysis – Mesa Corridor**
- Alternative Analysis – Montana Corridor**