

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

**DEPARTMENT:** MPO

**AGENDA DATE:** October 29, 2013

**CONTACT PERSON NAME AND PHONE NUMBER:** Michael Medina, 591-9735 x 17

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

That the City Manager be authorized to sign a two year Master Interlocal Cooperation Agreement by and between the City of El Paso, Texas, acting in its capacity as the fiscal agent to the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area and the University of Texas at El Paso ("UTEP") for research, evaluations and other services related to transportation, on an as needed basis, for a total two year contract not to exceed Two Hundred Fifty Thousand and No/00 Dollars (\$250,000.00).

**BACKGROUND / DISCUSSION:**

The Transportation Policy Board along with the Federal Highway Administration approved the Unified Planning Work Program (UPWP) for fiscal year 2014 and 2015. This UPWP is a two-year transportation planning work program detailing transportation planning, programs, and activities to be performed in MPO region for the period of October 1, 2013, to September 30, 2015. Planning activities in support of the next metropolitan transportation plan include airborne/transportation-related studies, plans, or monitoring for ozone, carbon monoxide (CO), and particulate matter of 10 microns or less (PM10) or other related pollutants in Texas and New Mexico, staff support in the maintenance and development of travel demand models, and freight movements.

**PRIOR COUNCIL ACTION:**

None

**AMOUNT AND SOURCE OF FUNDING:**

Account 502215, Fund 4950, Grant G781402020 and 582111176, Dept. ID 568, Division 68010.

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**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

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

**DEPARTMENT HEAD:**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a two year Master Interlocal Cooperation Agreement by and between the City of El Paso, Texas, acting in its capacity as the fiscal agent to the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area and the University of Texas at El Paso ("UTEP"), for research, evaluations and other services related to transportation, on an as needed basis, for a total two year contract amount not to exceed Two Hundred Fifty Thousand and No/00 Dollars (\$250,000.00).

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2013.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser,  
Mayor

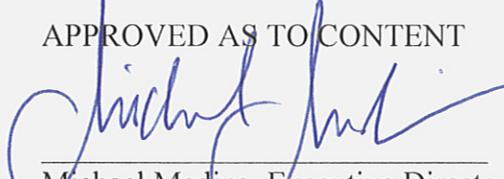
ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

APPROVED AS TO CONTENT

  
\_\_\_\_\_  
Michael Medina, Executive Director  
Metropolitan Planning Organization

STATE OF TEXAS

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§  
§  
§

**MASTER INTERLOCAL  
COOPERATION AGREEMENT**

COUNTY OF EL PASO

This Master Interlocal Cooperation Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of El Paso (“CITY”), a municipal corporation situated in El Paso County, Texas, in its capacity as the Metropolitan Planning Organization (“MPO”) for the City of El Paso Urban Transportation Study Area, and the University of Texas at El Paso (“UTEP”), a Texas Institution of Higher Education, pursuant to the Interlocal Cooperation Act, TEX. GOV. CODE ANN. §791.001, et seq., to-wit:

**WHEREAS**, the MPO is the regional Metropolitan Planning Organization for the City of El Paso Urban Transportation Study Area ; and,

**WHEREAS**, UTEP is an Institution of Higher Education that provides various transportation studies, research, evaluations and other services related to transportation; and,

**WHEREAS**, the CITY is in need of transportation studies, research, evaluations and other transportation services that can be provided by UTEP; and,

**WHEREAS**, the CITY and UTEP find that it would be in their mutual best interest if they enter into this Agreement whereby UTEP agrees to 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 CITY and UTEP agree as follows:

**I. FINDINGS**

The CITY and UTEP each have authorized and approved this Agreement by resolution or order adopted by their respective governing bodies, and agree that this Agreement will be in full force and effect when approved by both parties.

**II. STATEMENT OF SERVICES TO BE PERFORMED**

UTEP shall provide various transportation studies, research, evaluations, and such other transportation related services as the parties may agree from time to time on a task-by-task basis through the use of task orders, referencing this 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 UTEP 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 UTEP shall be as set forth in a separate task order referencing this Agreement, and shall be pursuant to the rates set forth in the schedule attached hereto as Exhibit "A." No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this 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. 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 TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)

### III. DISPUTES

The parties agree that in the event of a dispute, claim or disagreement arising out of this Agreement, or any breach thereof, the parties shall use their best efforts to resolve the dispute, claim or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith.

The parties further agree that the dispute resolution process provided in §2009 et seq., TEX. GOV. CODE ANN., shall be used to attempt to resolve any dispute, claim or disagreement arising out of this Agreement that cannot be resolved in the ordinary course of business.

The parties agree that venue for any suit between them shall be in El Paso County, Texas, and that Texas law shall govern the interpretation and construction of this Agreement.

### IV. GENERAL PROVISIONS

**A. Term and Termination.** This Agreement shall be effective as of the date written above and shall continue in force and effect for two years unless either party terminates this Agreement. The term of this Agreement may be extended by the written approval of both parties. This Agreement may be terminated upon thirty (30) days written notice by either party.

**B. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party 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

Agreement or in a separate written instrument executed by both parties.

**C. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party 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 Agreement unless expressly authorized herein.

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

**F. Severability.** If any provision of this 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 Agreement shall 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 Agreement is determined to be invalid or unenforceable, it is their intention that such provision be reformed and construed in such manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

**G. Notices.** All notices provided pursuant to this Agreement shall be hand delivered or mailed, certified, return receipt requested, to the respective parties at the respective addresses show 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, TX 79968

**H. Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto.

**I. Entire Agreement.** This Agreement contains all of the agreements of the parties hereto, and no verbal or written agreement shall have any force or effect if not contained herein.

**J. 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.

**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)*

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

By: \_\_\_\_\_  
Joyce Wilson  
City Manager

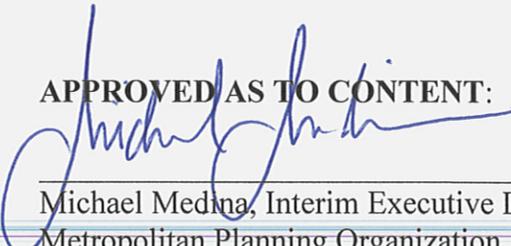
**ATTEST:**

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

**APPROVED AS TO FORM:**

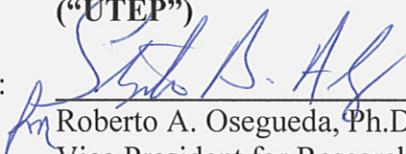
  
\_\_\_\_\_  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Michael Medina, Interim Executive Director  
Metropolitan Planning Organization

  
\_\_\_\_\_  
Eduardo Miranda  
MPO Legal Counsel

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

By:   
\_\_\_\_\_  
Roberto A. Osegueda, Ph.D.  
Vice President for Research

FULLY LOADED RATES - September 2013 to August 2014

<u>Title/Name</u>	<u>FY 13 Hourly Rate</u>	<u>Fringe 16.98%</u>	<u>Health @ \$691.06/month</u>	<u>Indirect @ 51%</u>	<u>Yr 1 Loaded Hourly Rate</u>	<u>Yr 1 Loaded Daily Rate</u>
<b><u>Senior Research Engineers (for PE)</u></b>						
Assistant Professor	48.74	8.28	3.99	31.12	92.13	737.02
Associate Professor	57.57	9.78	3.99	36.38	107.71	861.70
Professor	68.22	11.58	3.99	42.74	126.53	1012.24
<b><u>Senior Research Scientist (for those non-PE)</u></b>						
Geospatial Director	45.78	7.77	3.99	29.34	86.88	695.05
Assistant Professor	47.44	8.05	3.99	30.34	89.82	718.53
Associate Professor	51.34	8.72	3.99	32.66	96.71	773.66
Professor	81.75	13.88	3.99	50.81	150.43	1203.41
<b><u>Associate Research Scientist (for those non-PE)</u></b>						
	<u>FY 13 Hourly Rate</u>	<u>Fringe 17.98%</u>	<u>Health @ \$691.06/month</u>	<u>Indirect @ 51%</u>	<u>Yr 1 Loaded Hourly Rate</u>	<u>Yr 1 Loaded Daily Rate</u>
Research Associate	24.58	4.42	3.99	16.82	49.81	398.50
<b><u>Students</u></b>						
	<u>FY 13 Hourly Rate</u>	<u>Fringe 0.83%</u>	<u>Health @ \$345.53/month</u>	<u>Indirect @ 51%</u>	<u>Yr 1 Loaded Hourly Rate</u>	<u>Yr 1 Loaded Daily Rate</u>
Undergraduate Research Assistant	13.13	0.11	1.99	7.77	23.00	183.97
Master's Research Assistant	17.45	0.14	1.99	9.99	29.57	236.58
PhD Research Associate	21.82	0.18	1.99	12.24	36.23	289.81