

**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 First Amendment To the Master Interlocal Cooperation Agreement ("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 Texas A&M Transportation Institute ("TTI") for transportation studies and research to be performed by TTI, to increase the amount of the Agreement from \$200,000.00 to \$915,000.00.

**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 include the development of a regional multi-modal plan, support to maintain the Congestion Management Process, and evaluation of Transportation Reinvestment Zone(s) in support of the next metropolitan transportation plan.

**PRIOR COUNCIL ACTION:**

Master Agreement was approved by Council on August 28, 2012.

**AMOUNT AND SOURCE OF FUNDING:**

Account 502215, Fund 4950, Grant G781402020, and 5821111176, 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 First Amendment To the Master Interlocal Cooperation Agreement (“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 Texas A&M Transportation Institute (“TTI”) for transportation studies and research to be performed by TTI, to increase the amount of the Agreement from \$200,000.00 to \$915,000.00.

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

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser,  
Mayor

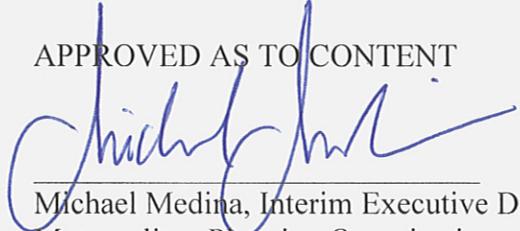
ATTEST:

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

APPROVED AS TO FORM:

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

APPROVED AS TO CONTENT

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

STATE OF TEXAS           §       **FIRST AMENDMENT TO THE MASTER**  
  §       **INTERLOCAL COOPERATION AGREEMENT**  
COUNTY OF TEXAS       §

This First Amendment to the Master Interlocal Cooperation Agreement ("First Amendment") is entered into this \_\_\_ day of \_\_\_\_\_, 2013, by and between the City of El Paso, (the "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 TEXAS A & M TRANSPORTATION INSTITUTE ("TTI"), an agency of the State of Texas, and a part of the Texas A&M University System, 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**, TTI is a state agency that provides transportation studies, research, evaluation and other services related to transportation throughout the State of Texas; and,

**WHEREAS**, the CITY is in need of various transportation studies, research, evaluations and services related to transportation which TTI can provide; and,

**WHEREAS**, Chapter 791 of the Texas Government Code allows public entities to contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and,

**WHEREAS**, on August 28, 2012, the CITY and TTI entered into a Master Interlocal Cooperation Agreement (the "Master Agreement") and now desire to amend said agreement to increase the total compensation that shall be payable to TTI for all tasks ordered to be performed by TTI.

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

1. That the third paragraph in Section III ("PAYMENT FOR SERVICES") of the Master Agreement is hereby amended to read as follows:

**"The total compensation for all ordered tasks shall not exceed NINE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$915,000.00). TTI agrees that the CITY shall not issue a task order which will have the effect of causing this amount to be exceeded. TTI further 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 Agreement.”

2. All other terms of the Master Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date and year first above written.

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

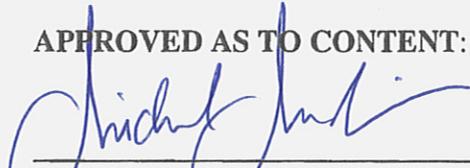
APPROVED AS TO FORM:

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

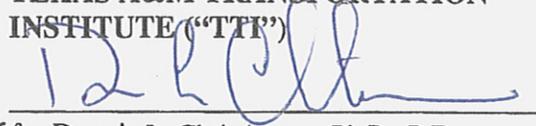


\_\_\_\_\_  
Eduardo Miranda  
MPO Legal Counsel

APPROVED AS TO CONTENT:

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

TEXAS A&M TRANSPORTATION  
INSTITUTE (“TTI”)

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

## TTI FULLY LOADED RATES - Sept 13 to Aug 14

<u>Title/Name</u>	<u>FY 14 Hourly Rate</u>	<u>Fringe 17.70%</u>	<u>Health @ \$591/staff-mo</u>	<u>Indirect @ 45.5%</u>	<u>Yr 2 Loaded Hourly Rate</u>	<u>Yr 2 Loaded Daily Rate</u>
Sr. Research Scientist	\$82.48	\$14.60	\$3.40	\$45.72	\$146.20	\$1,169.60
Research Engineer	\$86.82	\$15.37	\$3.40	\$48.04	\$153.63	\$1,229.04
Research Scientist	\$93.47	\$16.54	\$3.40	\$51.60	\$165.01	\$1,320.08
Associate Res Engineer	\$49.99	\$8.85	\$3.40	\$28.32	\$90.56	\$724.48
Assoc. Research Scientist	\$46.47	\$8.23	\$3.40	\$26.44	\$84.54	\$676.32
Asst. Research Scientist	\$36.34	\$6.43	\$3.40	\$21.01	\$67.18	\$537.44
Associate Res Specialist	\$28.95	\$5.12	\$3.40	\$17.05	\$54.52	\$436.16
Asst Res Specialist	\$22.05	\$3.90	\$3.40	\$13.35	\$42.70	\$341.60
Software Apps Developer III	\$37.05	\$6.56	\$3.40	\$21.39	\$68.40	\$547.20
Asst. Trans. Researcher	\$28.46	\$5.04	\$3.40	\$16.79	\$53.69	\$429.52
Lead Office Asst.	\$13.58	\$2.40	\$3.40	\$8.82	\$28.20	\$225.60
<b><u>Grad Student - Health @ different rate</u></b>		<b><u>2.40%</u></b>	<b><u>@ \$118/staff-mo</u></b>			
Graduate Student-PhD-Name	\$22.09	\$0.53	\$1.36	\$10.91	\$34.89	\$279.12
Graduate Student-Masters-Name	\$20.94	\$0.50	\$1.36	\$10.37	\$33.17	\$265.36
<b><u>Undergrad Students</u></b>		<b><u>2.40%</u></b>	<b><u>No Health</u></b>			
Undergraduate Student-Name	\$10.50	\$0.25	\$0.00	\$4.89	\$15.64	\$125.12

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.