

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

DEPARTMENT: MPO

AGENDA DATE: November 3, 2009

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

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

That the Mayor be authorized to sign a First Amendment to 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"), whereby UTEP agrees to provide technical support to the MPO in certain transportation areas.

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:

On September 2, 2008, City Council approved the 2008-2009 UTEP/MPO Agreement.

AMOUNT AND SOURCE OF FUNDING:

Account 502215, Fund 05043, Grant G781002, Dept. 68150009

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****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 Mayor be authorized to sign a First Amendment to 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"), whereby UTEP agrees to provide technical support to the MPO in certain transportation areas.

ADOPTED this ____ day of _____, 2009.

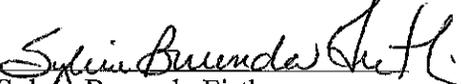
THE CITY OF EL PASO

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

STATE OF TEXAS

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COUNTY OF EL PASO

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**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT**

THIS First Amendment To Interlocal Agreement is made this 3rd day of November, 2009, by and between **THE CITY OF EL PASO** (“City”), a municipal corporation situated in El Paso County, Texas, 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**, a Texas Institution of Higher Education (“UTEP”), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code.

WHEREAS, on September 2, 2008, the City entered into an Interlocal Agreement with UTEP (“the Agreement”) whereby UTEP agreed to provide the MPO with technical support in certain specified transportation areas; and,

WHEREAS, the MPO desires to revise the scope of services to be performed by UTEP, as described in Attachments “A” and “A-1;” and,

WHEREAS, UTEP is willing to perform the revised scope of services at a revised cost of \$117,361.00, as described in Attachment “B.”

NOW, THEREFORE, both the City and UTEP hereby agree to amend the following provisions of the Agreement as follows:

1. Paragraph 1 of the Agreement shall be amended to read as follows:

1. **SCOPE OF SERVICES**

UTEP agrees to provide technical support to the MPO as set forth in Attachments “A” and “A-1,” attached hereto and made a part hereof by reference for all purposes.

2. Paragraph 4 of the Agreement shall be amended to read as follows:

4. **COMPENSATION AND METHOD OF PAYMENT**

The cost of the Agreement shall not exceed ONE HUNDRED SEVENTEEN THREE HUNDRED SIXTY-ONE AND NO/100 DOLLARS (\$117,361.00). UTEP agrees that at no time shall it make a claim against the City for more than the total cost provided under the terms of this Agreement. Periodic payments will be made to UTEP within thirty (30) days following the monthly submittal of

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.

3. Except as herein amended, all provisions of the Agreement between the City and UTEP, dated September 2, 2008 remain the same and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment To Interlocal Agreement in the City of El Paso to be effective on the date and year first written above.

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

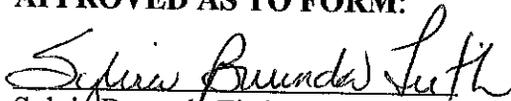
By: _____

John F. Cook
Mayor

ATTEST:

Richarda Momsen
City Clerk

APPROVED AS TO FORM:

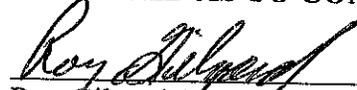


Sylvia Borunda Firth
Senior Assistant City Attorney



Eduardo Miranda
MPO Legal Counsel

APPROVED AS TO CONTENT:



Roy Gilyard, Executive Director
Metropolitan Planning Organization

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

By: _____



Diana Natalicio, President

10-9-09

ATTACHMENT "A"
Metropolitan Planning Organization
and the
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 (6) 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. The 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, communities of Santa Teresa, Anthony, and Berino), and the community of Chaparral, Otero County, NM,
3. Assisting, as requested, with the completion of Metropolitan Transportation Plans, Transportation Improvement Plans, Congestion Management Process, Pedestrian and Bicycle Plans, and other federally mandated documents,
4. Evaluating and implementation of 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, and
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.

Preliminary Analysis of 2008 Household Stated Preferences Survey

The Institute for Policy and Economic Development (IPED) has been asked by the El Paso Metropolitan Planning Organization (MPO) to conduct a preliminary analysis of the 2008 Household Stated Preferences Survey. The database of the survey will be provided to IPED in an electronic format. Key findings will be presented to the El Paso MPO and such findings will mainly entail frequencies and cross tabulations, where applicable.

Below are the specific tasks to be performed:

Task I. Analysis of stated preferences of 6 transportation alternatives in Scenario I and 8 transportation alternatives in Scenario II for users of all modes aggregated.

Task II. Analysis of stated preferences of 6 transportation alternatives in Scenario I and 8 transportation alternatives in Scenario II for users (driver or passenger) of private motor-vehicles (Car, van, truck).

Task III. Analysis of stated preferences of 6 transportation alternatives in Scenario I and 8 transportation alternatives in Scenario II for users of all modes aggregated categorized by 3 different trip purposes.

Task IV. Analysis of stated preferences of 6 transportation alternatives in Scenario I and 8 transportation alternatives in Scenario II for users (driver or passenger) of private motor-vehicles (Car, van, truck) categorized by 3 different trip purposes.

Task V. Analysis of stated preferences of 6 transportation alternatives in Scenario I and 8 transportation alternatives in Scenario II for users of all modes aggregated categorized by 3 different time groups.

Task VI. Analysis of stated preferences of 6 transportation alternatives in Scenario I and 8 transportation alternatives in Scenario II for users (driver or passenger) of private motor-vehicles (car, van, truck) categorized by 3 different time groups.

UNIVERSITY OF TEXAS AT EL PASO

BUDGET SUMMARY

PRINCIPAL INVESTIGATOR: Ruey L. Cheu
CO-PRINCIPAL INVESTIGATOR: Soheil Nazarian, Dennis Soden
PERIOD: From 10/1/2009 to 8/31/2010
TITLE: Interagency Contract with MPO: Travel Demand Models Development and Analysis
AGENCY: EL PASO METROPOLITAN PLANNING ORGANIZATION

		Year 1		Total	
		Wages	Fringe	Wages	Fringe
A SALARIES AND FRINGE					
a. Senior Personnel					
1	Ruey L. Cheu	-	-	-	-
2	Soheil Nazarian	-	-	-	-
3	Dennis Soden	-	-	-	-
SUBTOTAL		-	-	-	-
b. Post Doctoral					
1	Perez, Sonia (Yrs1-1)4.0mos@100.0%	16,351	4,991	16,351	4,991
SUBTOTAL		16,351	4,991	16,351	4,991
c. Other Professional					
1	Irving Tapla (Yrs1-1)4.0mos@100.0%	12,347	4,286	12,347	4,286
2	TBD New Position (Yrs1-1)8.0mos@100.0%	23,333	8,333	23,333	8,333
3	Roberto Tinajero (Yrs1-1)0.8mos@50.0%	1,815	518	1,815	518
4	Guadalupe Corral (Yrs1-1)0.8mos@25.0%	1,030	280	1,030	280
5	Marlo E Calre (Yrs1-1)0.8mos@25.0%	910	259	910	259
SUBTOTAL		39,435	13,676	39,435	13,676
d. Graduate Students					
1	Iraki Ibarra Serna (Yrs1-1)11.0mos@50.0%	16,352	2,981	16,352	2,981
2	Elizabeth Gibson (Yrs1-1)0.5mos@100.0%	1,545	139	1,545	139
SUBTOTAL		17,897	3,120	17,897	3,120
e. Secretarial/Clerical					
1	Veronica Anaya (Yrs1-1)11.0mos@10.0%	2,246	976	2,246	976
SUBTOTAL		2,246	976	2,246	976
B TOTAL - SALARIES AND FRINGE		75,929	22,763	75,929	22,763
C TOTAL - COMBINED SALARIES AND FRINGE BENEFITS			98,692	98,692	
D EQUIPMENT					
TOTAL - EQUIPMENT		-	-	-	-
E TRAVEL					
1	DOMESTIC	-	8,000	-	8,000
TOTAL - TRAVEL		-	8,000	-	8,000
F PARTICIPANT SUPPORT COSTS					
TOTAL - PARTICIPANT COST		-	-	-	-
G OTHER DIRECT COSTS					
TOTAL - OTHER DIRECT COSTS		-	-	-	-
H TOTAL DIRECT COSTS			106,692	106,692	
I INDIRECT COSTS		10.0% Modified total direct cost	10,669	10,669	
J TOTAL ESTIMATED COSTS			117,361	117,361	

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.