

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

DEPARTMENT: MPO

AGENDA DATE: August 09, 2016

CONTACT PERSON NAME AND PHONE NUMBER: Michael Medina, 212-0258

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a Second Amendment to the Master Interlocal Cooperation Agreement by and between the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO"), and the Regents of New Mexico State University ("NMSU"), the City of El Paso, Texas acting in its capacity as the fiscal agent to the MPO. The Second Amendment will extend the initial term of the Agreement through August 31, 2019, and increase the total allowable compensation for all ordered tasks to SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00).

BACKGROUND / DISCUSSION:

The El Paso MPO is the recipient of the Rider 7 grant through Texas Commission on Environmental Quality (TCEQ). Rider 7 program was created for air quality planning activities to reduce ozone in areas not designated as nonattainment during the 2016-17 biennium. These activities may be carried out through inter-local agreements or contracts and may include identifying, inventorying, and monitoring of pollution levels, modeling pollution levels, and the identification, quantification, and implementation of appropriate locally enforceable pollution-reduction controls. NMSU will provide studies, research, evaluations and other air quality related services to the MPO in accomplishing Rider 7 activities.

PRIOR COUNCIL ACTION:

Master Agreement was approved by Council on August 28, 2012. First Amendment was approved by Council on October 29, 2013.

AMOUNT AND SOURCE OF FUNDING:

\$650,000, Account: 502215-4950-GS58210183-568-68010, Fund Source Name: TCEQ, No City Match required

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Michael Medina
Name

Signature

Date

08/09/16

RESOLUTION

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

That the City Manager be authorized to sign a Second Amendment to the Master Interlocal Cooperation Agreement ("Agreement") by and between the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO) and The Regents of New Mexico State University ("NMSU"), the City of El Paso, Texas acting in its capacity as the fiscal agent to the MPO. The Second Amendment will extend the initial term of the Agreement through August 31, 2019 and increase the total allowable compensation for all ordered tasks to SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00).

ADOPTED this ____ day of _____, 2016.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

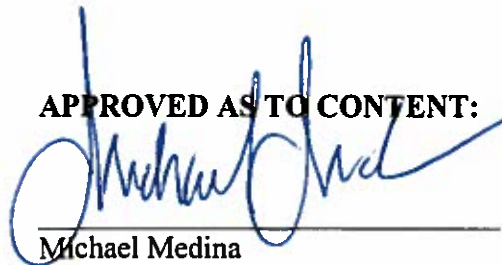
Richarda Momsen
City Clerk

APPROVED AS TO FORM:



Marvin Foust
Assistant City Attorney

APPROVED AS TO CONTENT:



Michael Medina
Executive Director

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

This Second Amendment to the Master Interlocal Cooperation Agreement ("Second Amendment") is entered into this ____ day of _____, 2016, by and between the Metropolitan Planning Organization ("MPO") for the City of El Paso Urban Transportation Study Area, and the Regents of New Mexico State University ("NMSU"), a New Mexico Institution of Higher Education.

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

WHEREAS, NMSU is an Institution of Higher Education that provides transportation studies, research, evaluation and other services related to transportation; and,

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

WHEREAS, on August 28, 2012, the MPO and NMSU entered into a Master Interlocal Cooperation Agreement (the "Master Agreement"); and,

WHEREAS, on October 29, 2013, the MPO and NMSU entered into a First Amendment to the Master Interlocal Cooperation Agreement; and,

WHEREAS, the MPO and NMSU desire to further amend said interlocal cooperation agreement to extend the term of the agreement and to increase the total compensation that shall be payable to NMSU for all tasks ordered to be performed by NMSU.

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 SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$650,000.00). NMSU agrees that at no time will it make a claim against the MPO for more than the total compensation. NMSU further agrees to bill the MPO directly for all services performed by NMSU under the terms of said agreement."

2. That subparagraph A ("Terms and Termination") of Section IV ("GENERAL PROVISIONS") of the Master Interlocal Cooperation Agreement is hereby amended to read as follows:

"A. Term and Termination. This agreement shall be effective as of the date written above and shall continue in force and effect until August 31, 2019 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."

3. 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 EL PASO METROPOLITAN
PLANNING ORGANIZATION**

By: _____

Michael Medina
Executive Director

APPROVED AS TO FORM:

Eduardo Miranda
MPO Legal Counsel

ATTEST:

Richarda Momsen
City Clerk

APPROVED AS TO CONTENT:

THE CITY OF EL PASO, in its capacity
as Fiscal Agent for THE EL PASO
METROPOLITAN PLANNING
ORGANIZATION:

By: _____

Tommy Gonzalez
City Manager

APPROVED AS TO FORM:

Assistant City Attorney

**THE REGENTS OF NEW MEXICO
STATE UNIVERSITY ("NMSU")**

By: 
Alisha A. Giron
Director Contracts & Grants