

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

CITY CLERK DEPT.  
2016 SEP 27 PM 2:56

**DEPARTMENT: MPO**

**AGENDA DATE: October 18, 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 Master Interlocal Cooperation Agreement ("Agreement") by and between the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO") and the University of Texas at El Paso ("UTEP"), the City of El Paso, Texas acting in its capacity as the fiscal agent to the MPO. The term of the Agreement is three years, and allows UTEP to provide various transportation studies, evaluations, and other transportation planning services as requested by the MPO for a total compensation of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00).

**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, the Transportation Improvement Program, Metropolitan Transportation Plan, and Conformity Plan.

**PRIOR COUNCIL ACTION:**

Previous Agreement was approved by Council on October 29, 2013.

**AMOUNT AND SOURCE OF FUNDING:**

\$750,000, Account: 502215-6800-G681702020-568-68010, Fund Source Name: FHWA PL-112,  
No City Match required

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**BOARD / COMMISSION ACTION:**

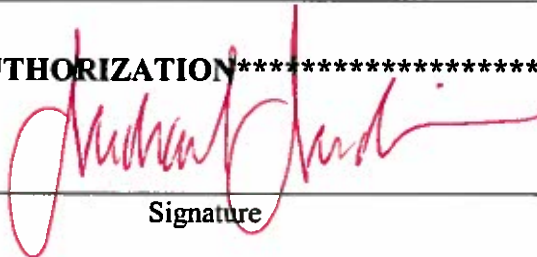
The Transportation Policy Board for the MPO approved the Unified Planning Work Program, which lists these activity, on August 21, 2015.

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

**DEPARTMENT HEAD:**

Michael Medina  
Name



Signature

09/21/16

Date

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

That the City Manager be authorized to sign a Master Interlocal Cooperation Agreement ("Agreement") by and between the Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ("MPO") and the University of Texas at El Paso ("UTEP"), the City of El Paso, Texas acting in its capacity as the fiscal agent to the MPO.. The term of the Agreement is three years, and allows UTEP to provide various transportation studies, evaluations, and other transportation planning services as requested by the MPO for a total compensation of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00).

**ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2016.**


**THE CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Marvin Foust  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Michael Medina, MPO Executive Director

STATE OF TEXAS           §  
                                   §  
                                   §           **MASTER INTERLOCAL**  
                                   §           **COOPERATION AGREEMENT**  
 COUNTY OF EL PASO   §

This Master Interlocal Cooperation Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2016, by and between the El Paso Metropolitan Planning Organization (“EPMPO”) 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 EPMPO 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 of El Paso, Texas, as fiscal agent for the EPMPO, and UTEP entered into a Master Interlocal Cooperation Agreement on October 29, 2013 which was subsequently amended on September 29, 2015, and,

**WHEREAS**, the original Master Interlocal Cooperation Agreement and its Amendment are scheduled to expire on August 31, 2017; and,

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

**WHEREAS**, the EPMPO 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 EPMPO on an as-needed basis.

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

### **I. FINDINGS**

The EPMPO 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, and other planning activities approved in the EPMPO's Unified Planning Work Program ("UPWP"). The scope of each task and planning activity 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 and planning activities, approved in the EPMPO's UPWP, 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 from the EPMPO, through the City of El Paso, as the fiscal agent of the EPMPO, for the requested services. All payments made by the City of El Paso, as the EPMPO's fiscal agent, pursuant to this Agreement shall be made from current revenues available to the City of El Paso.

Supporting Records. UTEP shall submit invoices for payment to the EPMPO no later than on the 15<sup>th</sup> day of the month following the rendering of services. All payment requests shall be accompanied by records and documentation in order to allow the EPMPO to review and approve all pay requests and requests for reimbursement of costs. Records and documentation may include, but shall not be limited to, travel vouchers, invoices or receipts for supplies, and equipment receipts and invoices. The EPMPO may reject requests for payment submitted without the appropriate records and documentation. The EPMPO may request additional documentation from UTEP.

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

## **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 three (3) 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:

**EPMPO:** Executive Director  
Metropolitan Planning Organization  
211 N. Florence, Suite 200  
El Paso, Texas 79901

**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.**

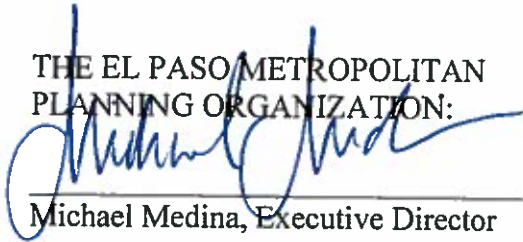
- A. **Discrimination Prohibited:** No person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any programs or activity funded in whole or in 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.

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**IN WITNESS WHEREOF**, the parties have executed this Agreement in the City of El Paso, Texas 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

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Tommy Gonzalez, City Manager for the  
City of El Paso, as fiscal agent of the  
EPMPO

**ATTEST:**

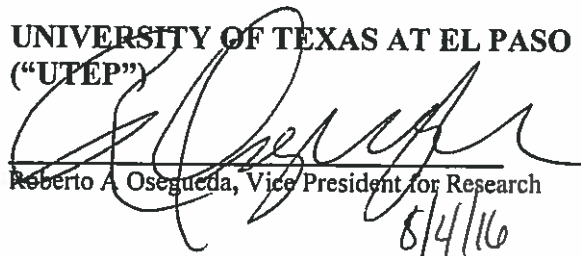
\_\_\_\_\_  
Richarda Momsen  
City Clerk



\_\_\_\_\_  
Marvin Foust  
Assistant City Attorney

UNIVERSITY OF TEXAS AT EL PASO  
("UTEP")

By:

  
Roberto A. Osegueda, Vice President for Research  
8/4/16

## EXHIBIT A

### Scope of Work

#### **Task 1: Travel demand management**

Conduct a thorough review of objectives, goals and performance measures currently used by the El Paso MPO in the Congestion Management Process. Congestion management strategies and state of practice methodologies will address the eight MAP-21 planning factors to enable decision makers to develop a vision and goals for the transportation system, selection of performance measures, and use of data and analysis tools to inform development of investment priorities, which are then carried forward into metropolitan transportation plan and transportation improvement program.

#### **Task 2: Strategic Performance-Based Planning**

Sustainable performance measures that best describe the current and desired state in compliance with goals and objectives set by El Paso MPO will be investigated, including the national MAP-21 goals. The candidate performance measures will reflect guidance of MAP-21 and FAST Act federal transportation laws, USDOT, FHWA, FTA, TxDOT, NMDOT, as well as best practices of local and state transportation agencies. Sustainable performance measures and evaluations for transportation modes may provide broad policy statements which may address transportation system needs and possibly funding levels and constraints.

#### **Task 3: Multi-Scalar Approaches to Transport Dynamics Analysis**

Development of spatial level analysis to address new emerging challenges, and take advantages of the opportunities that arise around large metropolitan centers and their surrounding areas, connected by existing natural and human environmental, economic, cultural, health, and infrastructure relationships. Deliverable will include examination of past, extant, and prospective trends and issues associated with the demand for the movement of people, goods, and information at local, rural, tribal, metropolitan, statewide, national, and international levels.

#### **Task 4: Climate and Transportation Resilience**

Deliver a methodology for identifying the optimal set of sustainable air quality performance measures to reach goals and objectives of El Paso MPO in short and long range planning and to estimate impacts of regional transportation decisions and investments on regional economic and social sustainability.

#### **Task 5: Recurring Planning Activities**

Assist El Paso MPO on organized activities from core planning program areas (e.g., planning work programs, transportation plan and program development, transportation modes statistics data and reporting, highway and transit systems actions, and planning-related funding programs), with cross-references to applicable statutory, regulatory, and technical/program references. The intent is to periodically review, update, and transmit planning activities/deliverables to the El Paso MPO for use in carrying out their respective planning-related program oversight and stewardship responsibilities.