

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

DEPARTMENT: MPO

AGENDA DATE: October 11, 2011

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 an Interlocal Agreement by and between THE CITY OF EL PASO, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area, and THE REGENTS OF NEW MEXICO STATE UNIVERSITY ("NMSU"), wherein NMSU agreed to provide geospatial datasets for the New Mexico planning area portion of the El Paso Metropolitan Planning Organization.

BACKGROUND / DISCUSSION:

Regional transportation planning requires up-to-date and accurate geospatial datasets that document a range of landscape variables within urbanizing areas. These datasets are inputs to a range of transportation modeling efforts and are also required to develop long range transportation plans that the El Paso Metropolitan Planning Organizations (EPMPO) is required to submit on a regular basis. The project activities would focus on compilation of geospatial data for the New Mexico planning area of the EPMPO and this would include the areas of Sunland Park, Pete Domenici Highway area (NM 136), Anthony NM, and areas east to Chaparral and into Otero County. The product of this compilation effort would be a geodatabase that would provide support to the EPMPO and in turn to the New Mexico Department of Transportation (NMDOT) for transportation planning, related environmental research, and overall documentation of these efforts. Specific efforts of the EPMPO and NMDOT that would benefit from this work would be *Smart Growth* and other initiatives that seek to advance comprehensive transportation planning with a reduced environmental footprint, greater energy efficiencies, and lower public costs.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

\$49,990, Account 502215, Fund 05043, Grant G781202, Dept. ID 68150009, No budget transfer required.

BOARD / COMMISSION ACTION:

The Transportation Policy Board for the MPO approved the Unified Work Program, which lists this activity, on August 5, 2011.

*****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 an Interlocal Agreement by and between the **CITY OF EL PASO**, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area, and the **REGENTS OF NEW MEXICO STATE UNIVERSITY** ("NMSU"), wherein NMSU agrees to provide geospatial datasets for the New Mexico planning area portion of the El Paso Metropolitan Planning Organization.

Dated this ____ day of _____ 2011.

CITY OF EL PASO

John F. Cook
Mayor

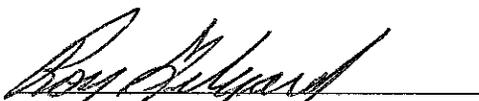
ATTEST:

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 §
 § **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO §

THIS AGREEMENT is entered into this ____ day of _____, 2011 by and between the **CITY OF EL PASO**, a municipal corporation situated in El Paso County, Texas, in its capacity as the designated Metropolitan Planning Organization for the El Paso Urban Transportation Study Area ((hereinafter referred to as “CITY”), pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Government Code, and **THE REGENTS OF NEW MEXICO STATE UNIVERSITY** (hereinafter referred to as “NMSU”).

WITNESSETH

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES RECITED HEREIN, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. **SERVICES.** NMSU agrees to provide, by and through its Spatial Applications Research Center (SpARC), up-to-date and accurate geospatial datasets for the New Mexico planning area portion of the El Paso Metropolitan Planning Organization as more fully described in the Scope of Work attached hereto as Exhibit “A,” and fully incorporated herein by reference.
2. **TERM.** The term of this Agreement shall be from October 15, 2011 through October 14, 2012. The term of this Agreement may be extended for two (2) additional one-year terms upon the written approval of both parties.
3. **COMPENSATION AND METHOD OF PAYMENT.** The total payment by MPO to NMSU shall not exceed FORTY NINE THOUSAND NINE HUNDRED NINETYAND NO/100 DOLLARS (\$49,990.00). The parties agree that compensation for the services provided hereunder shall be in accordance with the Project Budget, described in Exhibit “A.” Partial billings may be made by NMSU for work in progress. NMSU agrees that at no time shall it make a claim against the CITY for more than the amount provided under the terms of this Agreement. Payment will be made to NMSU within thirty (30) days following submittal of invoices to the CITY.

4. **CERTIFICATION.** MPO and NMSU certify that the services to be performed by NMSU are necessary and essential activities that are within the statutory functions and programs of the MPO.
5. **APPLICABLE LAW.** NMSU shall perform all its services under this Agreement subject to all applicable local, state, and federal laws and regulations of the United States of America.
6. **INDEPENDENT CONTRACTOR.** Nothing contained herein shall be construed as creating the relationship of employer or employee between the MPO and NMSU.
7. **ASSIGNMENT.** The services to be provided and performed under this Agreement are specific to each party and cannot be assigned or delegated to any other entity without the prior written consent of the other party.
8. **EXPRESS TERMINATION.**
 - A. Either party may terminate this Agreement if the other party is in default upon thirty (30) days prior written notice to the other party. Provided; however, that once notice has been given, the party in default shall have thirty (30) days to cure the default to the satisfaction of the other party. The MPO and NMSU may terminate this Agreement without cause upon thirty (30) days prior written notice.
 - B. Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior thereto.
 - C. If MPO terminates the Agreement in accordance with paragraph 8A, NMSU shall be fully compensated for the work performed prior to receipt of written notice of termination.
 - D. Upon termination and payment for the portion of the work that has been completed, NMSU shall deliver to MPO any and all drawings, plans, records, and other materials, which are, as of the termination date, in possession of NMSU.
9. **NOTICES.** All notices, communications and reports under this Agreement shall be hand delivered or mailed, certified, return receipt requested, posted pre-paid to the respective parties addresses as shown below unless and until either party be otherwise notified in writing.

CITY:

El Paso Metropolitan Planning Organization
Attn: Executive Director
10767 Gateway West, Suite 605
El Paso, TX. 79935

NMSU Administrative/Contractual:

Neta Fernandez, Director
New Mexico State University
Office of Grants and Contracts
P.O. Box 30002, MSC OGC
Las Cruces, NM 88003-8002

NMSU Technical:

Dr. Christopher Brown
Academic Dept. Head
New Mexico State University
Department of Geography
P.O. Box 30001, MSC MAP
Las Cruces, NM 88003

10. **SEVERABILITY**. If any term or provision of this Agreement is determined to be invalid for any reason whatsoever, the remaining terms and provisions shall be unaffected thereby.
11. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement and understanding between the parties with respect to the project and no amendment or modification of the terms hereof shall be binding unless same be in writing and signed by both parties.
12. **WAIVER**. Action or inaction by either party regarding any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right or remedy at law or in equity.
13. **DISCRIMINATION GENERALLY**. 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 program or activity funded in whole or in part with funds made available to MPO pursuant to the terms of this agreement or any written amendment thereto.
14. **SPECIFIC DISCRIMINATORY ACTS PROHIBITED**. Neither NMSU nor MPO shall 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 accomplishment of the objectives of the programs funded pursuant to this agreement, or any written amendment thereto with respect to individuals of a particular race, color, national origin, creed, sex, age, or disability.
15. **VENUE**. The parties hereto agree that venue for all matters shall be in El Paso, El Paso County, Texas.

16. **CONTRACT INTERPRETATION.** In interpreting the various provisions of this agreement whether in a court of competent jurisdiction or otherwise, applicable law will be as stated in paragraph 5.
17. **CAPTIONS.** The captions of the various sections of this agreement are for informational and organizational purposes only and shall not be construed to alter the substance of the terms and conditions of this agreement.
18. **AUTHORITY.** Each signatory to this agreement warrants that he or she is duly authorized by their respective principal to sign this agreement on behalf of the said principal and to bind the same.
19. **PROMOTIONAL USE.** NMSU may not authorize or use any materials or information acquired or produced in the fulfillment of this agreement for any promotional use without limitation without the prior written consent of the City.
20. **RECORDS.** NMSU shall prepare and maintain appropriate records in English in the conduct of their part of this agreement. Records prepared by NMSU shall be kept and maintained on file for a minimum of two years after the expiration of this agreement, or extension thereof. At the request of the City, copies of any record or document prepared or controlled by NMSU shall be provided at no cost to the City by NMSU.
21. **OWNERSHIP OF DOCUMENTS.** Each party shall have ownership of the documents it prepares or causes to be made in fulfillment of its obligations under this agreement. Each party shall provide to the other, at no cost, one complete copy of the final documents, records or reports prepared or made to fulfill this agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this agreement on the date and year first written above.

(Signatures appear on the following page)

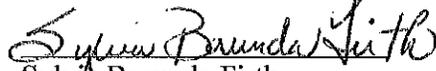
**THE CITY OF EL PASO, as Fiscal Agent
for THE EL PASO METROPOLITAN
PLANNING ORGANIZATION**

By: _____
Joyce Wilson
City Manager

ATTEST:

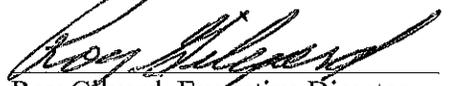
Richarda Duffy Momsen
City Clerk

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

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

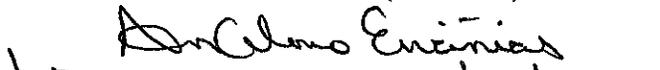

for By: Neta Fernandez 9/16/11
Title: Director of Grants and Contracts

Exhibit A

SCOPE OF WORK

**NEW MEXICO STATE UNIVERSITY (NMSU) &
THE EL PASO METROPOLITAN PLANNING ORGANIZATION (EPMPO)**

**PROJECT – GEODATABASE DEVELOPMENT FOR THE NEW MEXICO PORTION
OF THE EPMPO**



Prepared by

**New Mexico State University
Department of Geography
Spatial Applications Research Center**

**Christopher Brown, Ph.D, Principal Investigator
Randy Carr, MAG, Co-Principal Investigator
Breland Hall Room 176
Las Cruces, NM 88003
Voice (575) 646-5755
Fax (575) 646-7430
Email: brownchr@nmsu.edu
zle83@nmsu.edu**

29 July 2011



Spatial Applications Research Center

The Spatial Applications Research Center (SpARC) provides a variety of services including planning and research, GIS, image processing, modeling and training. The lab was established in 1982 as a contract applied research laboratory for the NMSU Geography Department. The original purpose of the lab was to undertake externally funded projects under the direction of geography faculty and employ students within the department. Twenty-seven years and over \$4,000,000 in projects later, the lab continues to do project related work. It has employed more than 100 students, and provided assistance to more than 20 faculty members inside and outside the Geography Department.

The primary clients of the lab have been government agencies. A number of local, regional, and federal agencies have utilized SpARC's services. These agencies include the New Mexico Department of Transportation, the New Mexico Department of Agriculture, the United States Environmental Protection Agency, the Department of Housing and Urban Development, Federal Highway Administration, Doña Ana County, the El Paso Metropolitan Planning Organization, the Bureau of Land Management, and many local and county government offices.

Relevant Project Work:

SpARC was contracted by the Office of the State Engineer (OSE) to GPS all abstracted water wells within the Animas Basin of southern New Mexico. Approximately 900 abstracted water wells were located using sub-meter GPS accuracy standards in a relatively short time frame. The GPS data collection portion of the project was completed in approximately three weeks. Related attribute data was included in the database, and photographs were taken of each well and included in the GIS deliverable. Trimble GeoXTs were used to collect data. Trimble's TerraSync software was used to manage and process the data. The final product of this work was a geodatabase with all relevant geospatial data. Other projects we have done for the New Mexico Department of Agriculture, the Federal Highway Administration, and various municipalities in New Mexico have had similar deliverables to what we are proposing for the EPMPO.

Scope of Work for GEODATABASE DEVELOPMENT FOR THE NEW MEXICO PORTION OF THE EPMPO

Principal Investigator: Dr. Christopher Brown, Department Head

Co- Principal Investigator: Randy Carr, GIS Coordinator

Project Name: EPMPO Geodatabase Development

Project Customer: The El Paso Metropolitan Planning Organization (EPMPO)

Period of performance: 1 September 2011 -30 August 2012

Introduction/Project Need:

Regional transportation planning requires up-to-date and accurate geospatial datasets that document a range of landscape variables within urbanizing areas. These datasets are inputs to a range of transportation modeling efforts and are also required to develop long range transportation plans that metropolitan planning organizations (MPOs) are required to submit on a regular basis. The El Paso MPO (EPMPO) has recently shared a need for the development of these types of geospatial datasets, and this Scope of Work (SOW) lays out the approach by which this work will be done, discusses the role of both the EPMPO and the NMSU SpARC Laboratory, describes project outcomes and deliverables, and also details the period of performance and the budget needed to do this work.

Data and Methods:

The project activities would focus on compilation of geospatial data for the New Mexico planning area of the EPMPO and this would include the areas of Sunland Park, Pete Domenici Highway area (NM 136), Anthony NM, and areas east to Chaparral and into Otero County. (See Map 1 at document end for the proposed study area). The product of this compilation effort would be a geodatabase that would provide support to the EPMPO for transportation planning, related environmental research, and overall documentation of these efforts. Specific efforts of the EPMPO that would benefit from this work would be Smart Growth and other initiatives that seek to advance comprehensive transportation planning with a reduced environmental footprint, greater energy efficiencies, and lower public costs. This Geodatabase will also support the EPMPO in completing the long-range transportation plan (LRTP) that is currently being developed by EPMPO staff.

The SpARC staff will be developing two major products including a comprehensive file geodatabase and a fully functional web mapping application (WMA). Geodatabase development will involve the following steps:

- Create a file geodatabase containing all the anticipated data themes (Transportation, Topography, Hydrology, etc.) as a feature datasets;

- Gather the best available spatial and attribute data relevant to the project;
- Compile and organize all data so that it's ready to be incorporated into its respective (themed) feature dataset;
- Load all data into its respective feature dataset so that it's all clipped to the EPMPO management boundary;
- Build an attribute domain within the geodatabase in order to constrain the values that may be entered (when editing);
- Setup any time saving policies/rules (merge & split policies and subtypes) that may prove useful when editing these data;
- Develop basic metadata for each feature dataset;
- Create (on-screen digitize from up-to-date aerial photography) any feature classes that may benefit the project;
- Scrub each dataset for general errors, inconsistencies, faulty fields, etc.;
- Develop full metadata for each dataset;
- Run geodatabase topology on all feature classes where it's deemed necessary; and
- Compact the final file geodatabase so that each file can be accessed more efficiently. Compacting also reduces the size of each file—it's possible to be able to reduce the size of a geodatabase by one-half or more (<http://webhelp.esri.com/arcgisserver/9.3/java/index.htm#geodatabases/compact-1530230024.htm>).

WMA development will involve the following steps:

- Create a map document containing the datasets that the EPMPO staff would like to see in the WMA;
- Symbolize all data layers according to basic cartographic principles;
- Optimize all data layer and label scale ranges;
- Create an ArcGIS server map service that points to the aforementioned map document;
- Generate an "out-of-the-box" WMA pointing to the aforementioned map service;
- Customize and develop the WMA to fit meet the needs of the EPMPO staff; and
- Update and maintain the WMA for up to year after the project completion.

EPMPO Tasks:

The EPMPO staff will be responsible for the following items/tasks:

- Provide the SpARC staff with existing data layers that they store/maintain;
- Provide the SpARC staff with any *Smart Growth* documentation and data;

- Meet with SpARC staff to discuss specifics of the EPMPO's long range transportation plan (LRTP) and how we add value to this plan;
- Provide assistance to SpARC staff in the acquisition of relevant data from the respective agencies; and
- Provide guidance to SpARC staff on specific data formats, map output, the web mapping application (WMA), and any additional data layers they might want to incorporate into the final geodatabase.

SpARC Tasks:

The SpARC staff will be responsible for the following items/tasks:

- Meet with EPMPO staff to confirm and finalize all the data layers desired;
- Develop a file geodatabase with all the needed themed feature datasets to contain the data;
- Pull together all existing data on the SpARC server to be incorporated into the project geodatabase;
- Search the web and download all base data layers required for the project;
- Contact all related agencies that manage data layers that would prove useful to the project and obtain these data;
- Incorporate all data layers into the project file geodatabase;
- Develop the most complete metadata possible for each data layer in the file geodatabase;
- Develop and customize a WMA and related Web support for the EPMPO containing data layers that the staff would like available for viewing, querying, printing, and possible download; and
- Work with EPMPO staff to help them incorporate the final geodatabase into a data download portal on their website.

EPMPO Deliverables:

The EPMPO staff will be responsible for providing the following deliverables to the SpARC staff:

1. Existing data layers maintained by the EPMPO and
2. Documentation/Data on *Smart Growth* and the planning and update process related to the EPMPO's LRTP.

SpARC Deliverables:

The final product of this data compilation work would be a the following:

1. A fully integrated file geodatabase (with metadata) that contains the basic layers listed below:
 - Cities, Towns, and Urbanized Areas;
 - Topography (DEM, Shaded Relief, and/or Contour Lines);
 - Hydrologic resources, including groundwater resources, floodplains, and watersheds;
 - Population and related socio-demographics based on new 2010 US Census data (Tracts, Block Groups, and/or Blocks);
 - Land use and land cover;
 - Vegetation and related habitat areas;
 - Existing and planned multimodal transportation facilities including functional classification;
 - Major utility corridors;
 - Boundaries of important municipal entities and extra territorial zones/jurisdictions;
 - Title VI and Environmental Justice transportation analysis zone TAZs;
 - Boundary and related data for *colonias* as certified by the U.D. Department of Housing and Urban Development;
 - Location and attribute data for planned and existing passive and active recreation areas; and
 - Other datasets of interest to the EPMPO and NMDOT.
2. A customized WMA containing all the data layers requested by the EPMPO staff, and
3. A data download web template for the IT people at the EPMPO to build from (if need be).

Project Budget:

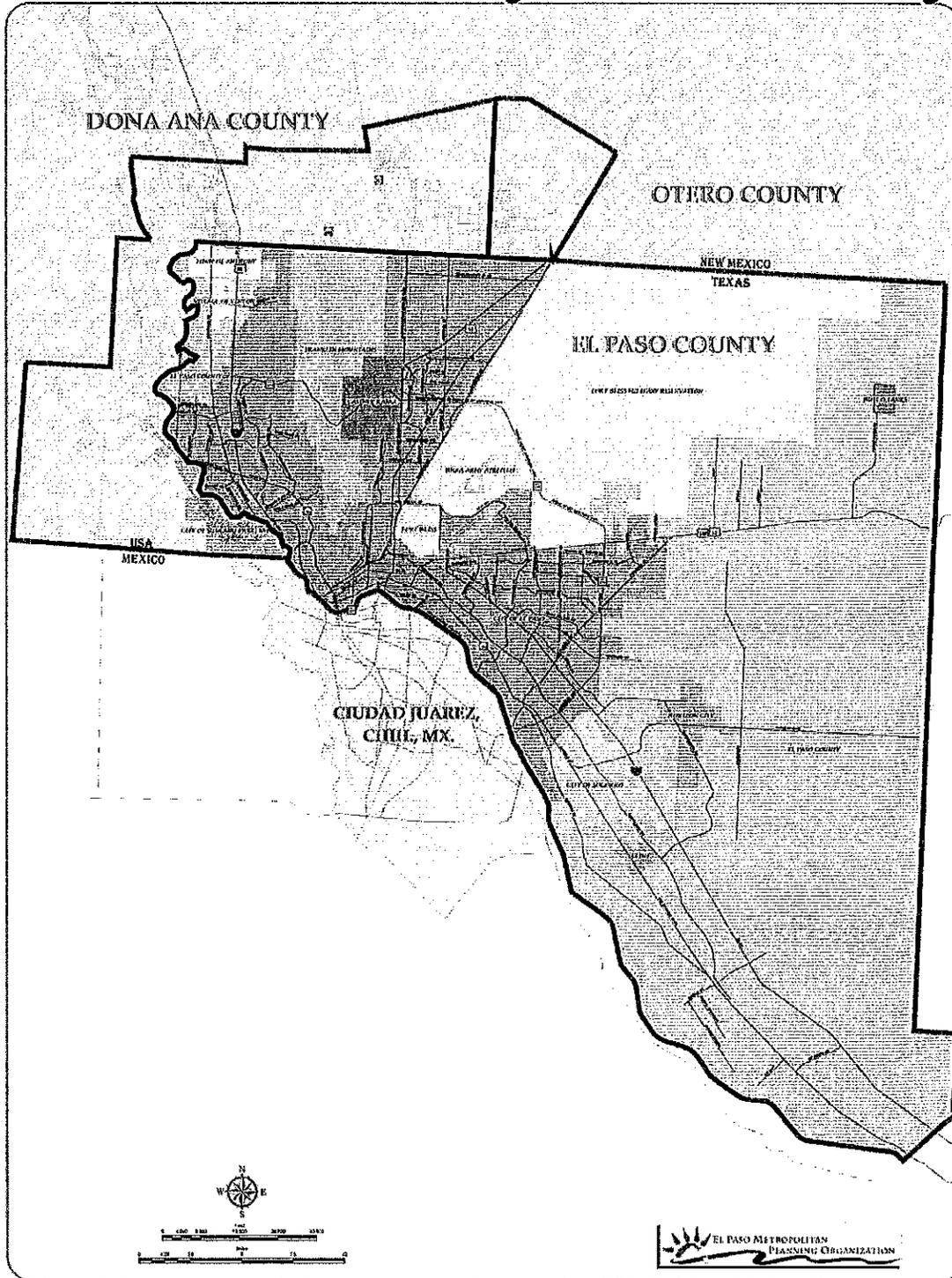
| PERSONNEL | Monthly | No. | % | | | |
|--|---------|--------|-------|----------|--------|--------|
| | Base | Mos. | Time | Cost | YR 1 | TOTAL |
| PI, Christopher Brown* | | | | | | |
| Co-PI, Randy Carr | | | | | | |
| Calender year | \$3,333 | 12 | 35% | \$13,999 | 13,999 | 13,999 |
| Total Salary | | | | | 13,999 | 13,999 |
| | | Hrly. | No. | | | |
| Undergrad Proj Aide | | Rate | Hrs. | Cost | | |
| AY-26 wks, 20 hrs/wk 1 students) | | \$9.50 | 520 | \$4,940 | | |
| SU - 9 wks, 40 hrs/wk, 1 student | | \$9.50 | 360 | \$3,420 | | |
| Total Salary | | | | | 8,360 | 8,360 |
| Total Personnel Costs | | | | | 22,359 | 22,359 |
| FRINGE BENEFITS | | | | | | |
| Staff Salaries @ 32% | | | | | 4,480 | 4,480 |
| Undergrad Student Salaries @ 0.9% | | | | | 75 | 75 |
| Total Fringe Benefits | | | | | 4,555 | 4,555 |
| TOTAL PERSONNEL COSTS AND FRINGE BENEFITS | | | | | 26,914 | 26,914 |
| TRAVEL, Domestic | | | | | 0 | 0 |
| Travel | | | | | 1,090 | 1,090 |
| OTHER DIRECT COSTS | | Hrly. | No. | | | |
| | | Rate | Hrs. | Cost | | |
| Materials/Supplies | | N/A | N/A | N/A | 500 | 500 |
| Other (up-to-date aerial photos or satellite imagery): | | N/A | N/A | N/A | 5,000 | 5,000 |
| Computer Time @ \$3.00 per hour | | \$3.00 | 1,552 | \$4,656 | 4,656 | 4,656 |
| Total Other Direct Costs | | | | | 10,156 | 10,156 |
| TOTAL DIRECT COSTS | | | | | 38,160 | 38,160 |
| FACILITIES & ADMINISTRATION | | | Base: | 38,160 | 11,830 | 11,830 |
| Rate=31% - Other Sponsored Activities On-Campus | | | | | | |
| TOTAL PROJECT COSTS | | | | | 49,990 | 49,990 |

Budget Justification

The items detailed above are all needed to complete the project, and the justification for each item follows:

- 1) **PI, Christopher Brown's salary** – As noted above, the contribution of the PI on the project, Christopher Brown, will be less than the 5%, therefore no salary is requested for his effort.
- 2) **Co-PI, Randy Carr's salary** – This project will require considerable effort to set up the working environment, train the students, supervise students on project tasks, deal with any problems that arise, and coordinate data compilation, fusion, and submission to the EPMPO. The 35% of Randy Carr's time allocated to this project is consistent with previous projects of this type we have done in the past.
- 3) **Undergraduate Student Salary** – The work we will be doing to compile needed data, develop the Geodatabase environment, populate the Geodatabase, and develop needed map documents requires active participation of students, and the estimates of hours requested is consistent with previous projects of this type we have done in the past.
- 4) **Computer time** – This project will require extensive use of desktop computers, storage and back up of datasets on the SpARC server, and special purpose software, and the computer time being charged on this project covers these extensive expenses and is consistent with other project of this type we have done in the past.
- 5) **Facilities and Administration** – the F&A noted in the project budget is 31%, the full current rate for Other Sponsored Activities On-Campus. This rate is applied to total direct costs.

El Paso MPO Study Area Boundary



Map 1. EPMPO Management Area