

Sandoval County Board of County Commissioners

Agenda Item Summary

AGENDA ITEM # 2-5-15.8

1. REQUESTED MOTION

ACTION REQUESTED:

Approve a Memorandum of Understanding between Sandoval County and City of Rio Rancho for Westside Blvd. Improvements from Unser Blvd. to Golf Course Road / Not to Exceed \$300,000

WHY ACTION IS NECESSARY (Summary):

Requesting Commission approval to provide funding for this project, not to exceed \$300,000, to assist the City of Rio Rancho in completing Westside Blvd. and open up Rainbow Blvd. which will allow for economic development and benefit the residents of Sandoval County.

2. REQUESTOR

COMMISSIONER SPONSORED: YES NO

DISTRICT: DISTRICT 1 DISTRICT 4
 DISTRICT 2 DISTRICT 5
 DISTRICT 3

DIRECTOR / ELECTED: Tommy Mora Jr.

DIVISION: Public Works

ELECTED OFFICE:

ATTACHMENTS: YES NO

3. MEETING DATE

February 5, 2015

4. AGENDA (To be completed by County Manager)

- PROCLAMATION
- PRESENTATION
- CONSENT
- REGULAR
- APPEAL

5. RECOMMENDATIONS

Recommend Board of County Commission approval.

6. FISCAL IMPACT

Funds have been allocated in current budget.

7. RECOMMENDED APPROVAL (Initials & Date)

Department Director/Elected Official	Human Resources	Purchasing	Attorney As to Form PFT	Finance Budget CCH	County Manager PPR	Other
TMJ 1/27/15	_____	_____	1/28/15	1/29/15	1/27/15	_____

8. COMMISSION ACTION

Approved Denied Deferred Other

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the **City of Rio Rancho** (the "City") and **Sandoval County** (the "County"), as of the date indicated below.

WHEREAS, the County has received cooperative agreement funds from the New Mexico Department of Transportation (the "DOT"), and

WHEREAS, the City and County have agreed that the need exists to improve Westside Blvd between Unser Blvd to Golf Course Rd; and

NOW, THEREFORE, in consideration of the premises and mutual obligations set forth herein, the parties agree as follows:

1. SCOPE OF AGREEMENT:

This agreement specifies the obligations of both the City and the County with respect to the Westside Blvd Improvements from Unser Blvd to Golf Course Rd.

2. CITY OBLIGATIONS:

- A. Act in the capacity of lead agency and pay all costs, perform all labor and all material, except as provided in Section 3 of this agreement. The Infrastructure Improvement Plans will have NMDOT Project No. CAP-3-15 (402) CN: HW2-L300100 & SP-3-15 (912) Control No. HW2-L300101 as County Coop Funds will be used for this project.
- B. Provide Sandoval County 2 sets of Plans and Specifications that have been approved by the City and the New Mexico Department of Transportation as required by Cooperative Agreement, Vendor N. 0000054398 Project No. CAP-3-15 (402) CN: HW2-L300100 & SP-3-15-(912) Control No. HW2-L300101 between NMDOT and Sandoval County.
- C. Maintain all records and documents for a minimum of 5 years.
- D. Be responsible, as applicable for all pre-construction and construction activities and notify Sandoval County Public Works when a preconstruction meeting is held with the selected contractor.
- E. Obtain all required written agreements or permits, when applicable, from all public and private entities.

- F. Be responsible for procurement compliance and furnish the County with all records and documentation required for submission to NMDOT, County Finance and State Auditor upon demand. An invoice with backup documentation to include contract with selected contractor will be submitted to the County for payment of funds as per Section 3 of this agreement.
- G. Responsible for the maintenance of all facilities constructed or reconstructed with County Funds.
- H. Upon project completion the City will fill out the "Project Certification of Design, Construction and Cost" form that all work was performed with either the New Mexico Department of Transportation's standards, Current Edition; American Public Works Association (APWA) Specifications; NMDOT approved City of Rio Rancho established Specifications; or NMDOT Specifications established for Local Government Road Fund Projects. This form must be certified by a licensed engineer.
- I. Furnish the County an "AS BUILT Summary of Costs and Quantities," attached to the Project Certification of Design, Construction, and Cost" no later than 30 days upon completion of project.

3. COUNTY OBLIGATIONS:

- A. The County will provide funding for this project not to exceed \$300,000. Any costs that exceeded \$300,000 will be paid by the City of Rio Rancho.
- B. Upon receipt of invoice and all required documentation as requested the County will pay the City for costs incurred reference this project not to exceed \$300,000 no later than 30 days from receipt of invoice.

4. TERM:

Unless sooner terminated, this Agreement shall be effective as of the date executed by both parties and shall expire June 30, 2015.

5. TERMINATION:

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. ASSIGNMENT:

Neither party shall assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

7. LIABILITY

Each party will be responsible for the acts and omissions of its own officials, agents and employees. The liability of the parties shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended.

8. NOTICES

Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Attn: Keith Riesberg, City Manager

3200 Civic Center Circle
Rio Rancho, NM 87144
Fax: (505) 891-5762

For notice to the County:

Sandoval County
Attn: Phillip P. Ríos, County
Manager
P.O. Box 40
Bernalillo, NM 87004
Fax: (505) 867-7600

9. MERGER/AMENDMENT:

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument executed by the parties.

10. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, both the City and the County have caused this Memorandum of Understanding to be duly executed.

CITY OF RIO RANCHO

SANDOVAL COUNTY

By: Keith Riesberg
Keith Riesberg, City Manager
Chairman

By: _____
Darryl Madalena,

Date: 1/26/15

Date: _____

APPROVED AS TO FORM:

Jennifer Vega Brown
Jennifer Vega Brown, City Attorney

APPROVED AS TO FORM:

Patrick Trujillo, Sandoval County Attorney