



City of Las Cruces®

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Council Action and Executive Summary

Item # 18 Ordinance/Resolution# 11-046 Council District:

For Meeting of August 16, 2010

(Adoption Date)

TITLE: A RESOLUTION FOR THE CITY OF LAS CRUCES, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES TO ENTER INTO AN AGREEMENT WITH PASO DEL NORTE WATERSHED COUNCIL FOR THE PURPOSE OF THE CITY PARTICIPATING AS A COUNCIL MEMBER AND MEMBER OF THE COUNCIL WATERSHED SUBCOMMITTEE REPRESENTING THE CITY OF LAS CRUCES, AND PROVIDE AN IN-KIND CONTRIBUTION OF VOLUNTEER PARTICIPATION TO THE PASO DEL NORTE WATERSHED 319(H) GRANT.

PURPOSE(S) OF ACTION: Acceptance of this agreement will allow the City of Las Cruces to participate in the Paso Del Norte Watershed Council and Council Watershed Subcommittee and be a contributing, in-kind, stakeholder to their 319(h) grant.

| | | | | | |
|--|------------------|-----------------------------------|------------------------|---------------------------------|--------------|
| Drafter and Staff Contact: Augie Henry III | | Department: Finance/GAO | | Phone: (575) 541-2281 | |
| Department | Signature | Phone | Department | Signature | Phone |
| Public Works Director | | 528-3125 | Budget | | 541-2107 |
| Grants Admin Office | | 541-2281 | Assistant City Manager | | 541-2271 |
| Legal | | 541-2128 | City Manager | | 541-2076 |

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Paso del Norte Watershed Council has asked the City of Las Cruces to participate in their council and the Watershed Subcommittee in the development and analysis of watershed data relative to the Rio Grande region. Paso del Norte Watershed Council has obtained a 319(h) federal grant for the development of a statistical database on watershed within the region. The Council will consist of several regional members and will provide direction to the Subcommittee.

The City of Las Cruces is required by the Environmental Protection Agency (EPA) to reduce non-point source pollution associated with storm water runoff. Public Works, Engineering Services has been overseeing the general permit which outlines six minimum control measures to reduce storm water pollution within the city's municipal separate storm sewer system (MS4).

1. Public Education and Outreach
2. Public Participation and Involvement
3. Illicit Discharge Detection and Elimination

(Continue on additional sheets as required)

4. Construction Site Runoff Control
5. Post-Construction Site Storm water Management
6. Municipal Pollution Prevention/Good Housekeeping

In order to carry out this task, the City must collaborate with other entities that all share the same goals of preserving and protecting our watershed. By reaching out and collaborating with groups such as the Paso del Norte Watershed Council the City will not only be able to achieve some of the goals outlined in its Storm water Management Plan but it will also be able to utilize resources from many different entities and professionals in the field. Some of the tasks that can be collectively achieved through collaborative efforts include water quality sampling, GIS data collection, education and outreach, and watershed restoration, to name a few. The City's participation with the Paso del Norte Watershed Council will ensure a proactive approach to understanding and maintaining a healthy watershed for the communities along the Rio Grande.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A" Paso del Norte agreement with 319(h) grant information

SOURCE OF FUNDING:

| | | | |
|--|-----------------------------------|---|---|
| Is this action already budgeted? N/A This action requires no budget adjustment or change. | Yes | <input type="checkbox"/> | See fund summary below |
| | No | <input checked="" type="checkbox"/> | If No, then check one below: |
| | <i>Budget Adjustment Attached</i> | <input type="checkbox"/> | Expense reallocated from: <u>N/A</u> |
| | | <input type="checkbox"/> | Proposed funding is from a new revenue source (i.e. grant; see details below) |
| | <input type="checkbox"/> | Proposed funding is from fund balance in the <u>N/A</u> Fund. | |
| Does this action create any revenue | Yes | <input type="checkbox"/> | Funds will be deposited into this fund: <u>N/A</u> |
| | No | <input checked="" type="checkbox"/> | There is no new revenue generated by this action. |

FUND SUMMARY:

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|--------------|-------------------|----------------------|--|-----------------|-----------------------------|
| N/A | | | | | |

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will all the Department of Public Works to participate on the Paso del Norte Watershed Council and the Council Watershed Subcommittee.
2. Vote "No"; this will the City will not participate in the Paso del Norte Watershed Council.
3. Vote to "Amend"; is not an option as the City is being invited to participate in the Paso del Norte Council and obtain data from their grant program.
4. Vote to "Table"; this could delay the City's participation and hinder our ability to obtain watershed data specific to the Rio Grande region.

REFERENCE INFORMATION

N/A

RESOLUTION NO. 11-046

A RESOLUTION FOR THE CITY OF LAS CRUCES, PUBLIC WORKS DEPARTMENT, ENGINEERING SERVICES TO ENTER INTO AN AGREEMENT WITH PASO DEL NORTE WATERSHED COUNCIL FOR THE PURPOSE OF THE CITY PARTICIPATING AS A COUNCIL MEMBER AND MEMBER OF THE COUNCIL WATERSHED SUBCOMMITTEE REPRESENTING THE CITY OF LAS CRUCES, AND PROVIDE AN IN-KIND CONTRIBUTION OF VOLUNTEER PARTICIPATION TO THE PASO DEL NORTE WATERSHED 319(H) GRANT.

The City Council is informed that:

WHEREAS, the City of Las Cruces is required by the Environmental Protection Agency (EPA) to reduce non-point source pollution associated with stormwater runoff; and

WHEREAS, to carry out this task, the City must collaborate with other entities that all share the same goals of preserving and protecting our watershed; and

WHEREAS, the Paso del Norte Watershed Council has proposed the City of Las Cruces participate in the council and the Watershed Subcommittee; and

WHEREAS, Paso del Norte has obtained a 319(h) grant to develop a watershed statistical database of the Rio Grande region; and

WHEREAS, participation by the City of Las Cruces would be considered an in-kind contribution of volunteer time; and

WHEREAS, the City may be requested to donate some supplies for the development of training materials; and

WHEREAS, by collaborating with the Paso del Norte Watershed Council the City will be able to achieve some of the goals outlined in it's Stormwater Management Plan and will be able to utilize resources from many different entities and professionals in the field; and

WHEREAS, the City of Las Cruces will have access to all accumulated statistical data and participate on the development.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces, New Mexico:

(I)

THAT, the City of Las Cruces, Public Works Department is authorized to provide necessary staff to meet the Paso del Norte Watershed Council and Council Watershed Subcommittee participation criteria.

(II)

THAT, the City Council hereby agrees to commit in-kind volunteer time and materials for development of training materials as outlined by the Paso del Norte Watershed Council 319(h) grant.

(III)

THAT, City staff and officials are authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 16th day of August, 2010

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

Approved as to Form:



City Attorney

**AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND PASO DEL
NORTE WATERSHED COUNCIL FOR PARTICIPATION ON THE
EXECUTIVE COMMITTEE AND THE CLEAN WATER SUBCOMMITTEE**

THIS AGREEMENT, effective August 16, 2010, is made by and between, the City of Las Cruces, hereinafter referred to as the "City" and Paso del Norte Watershed Council, hereinafter referred to as the "Contractor."

In consideration of the mutual promises and covenants contained herein, the City and the Contractor agree as follows:

I. RECITALS

The Paso del Norte Watershed Council, a non-profit organization providing comprehensive services to reduce nonpoint source (NPS) pollution and overall watershed management in the lower Rio Grande Watershed Region.

Services include, but are not limited to:

- GIS Data
- Water Quality Sampling
- Data Analysis and Processing
- Best Practices Water Management

II. SCOPE OF SERVICES

In accordance with the terms of the Paso del Norte Watershed Council, 391(h) Work Plan, the City agrees to provide an active member to the Executive Committee and Clean Water Subcommittee (CWS) as a representative of the City of Las Cruces.

A. The Contractor further agrees to:

1. Provide documentation and services as stated under I. Recitals;
2. Make available at the office of the Contractor at all reasonable times during the term of this Agreement, proof of New Mexico nonprofit corporate status, a copy of the organization's most recent IRS Form 990 Tax Return, as well as its IRS (501(c)(3) ruling letter.

B. The City further agrees to:

1. Provide as in-kind contribution volunteer participation, travel expenses, and supplies estimated at \$3,504.00 to support the Paso del Norte Watershed Council's 319(h) grant.
 - (a) In-kind participation at regularly scheduled Council meetings.
 - (b) In-kind participation at regularly scheduled Clean Water Subcommittee meetings.
 - (c) In-kind travel to El Paso for six Council meetings over a two year period.
 - (d) In-kind supplies to be determined on a case-by-case basis for program outreach/educational materials and/or public event sponsorship.

III. GENERAL

- A. This Contract contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing by the parties hereto. The Contractor, its employees, and its agents are not to be construed as employees of the City throughout the performance of services under this Contract. No benefits of employment by the City shall accrue to the Contractor, its employees, and agents as a result of this Contract.
- B. The Contractor shall secure and maintain during the term of this Agreement, at its own expense, comprehensive and general liability insurance and secure and maintain, at its own expense, workers' compensation insurance. The Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract.
- C. 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 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. The provision is not exclusive and does not waive other legal rights and remedies afforded the City in such circumstances as Contractor's default/breach of contract.
- D. Americans with Disabilities Act

Contracts to Conduct Programming

The Contractor shall ensure that all programs, services and activities are accessible to and usable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal

opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to maintain, and provide to the city upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

Bid Specifications for Products, Design and/or Construction

The Contractor shall ensure all proposed products, services, or activities contained as a part of this contract comply with the requirements of the Americans with Disabilities Act (ADA), the ADA Accessibility Guidelines for Buildings and Facilities (ADAAG) requirements, the American National Standards Institute (ANSI) Accessibility Guidelines and the New Mexico Building Code (NMBC) Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

E. This agreement shall not become effective until approved by the City of Las Cruces and Paso del Norte Watershed Council.

PASO DEL NORTE WATERSHED COUNCIL

BY: Conrad G. Kueper Jr.
TITLE: Chair, PdnWC
DATE: 7/25/10

CITY OF LAS CRUCES

BY: [Signature]
TITLE: City Manager
DATE: 7/25/10

APPROVED AS TO FORM:

[Signature]
Interim City Attorney