



City of Las Cruces®

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Council Action and Executive Summary

Item # 13

Ordinance/Resolution# 14-126

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 21, 2014
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

LEGISLATIVE

ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING A CLOSED CIRCUIT TELEVISION CAMERA MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR THE MAINTENANCE OF A CLOSED CIRCUIT TELEVISION CAMERA LOCATED AT THE US70 AND INTERSTATE 25 INTERCHANGE, CONTROL NO. 1100930.

PURPOSE(S) OF ACTION:

Approve agreement.

COUNCIL DISTRICT: 5		
<u>Drafter/Staff Contact:</u> Willie Roman <i>WR</i>	<u>Department/Section:</u> Transportation / Street and Traffic Operations	<u>Phone:</u> 541-2595
<u>City Manager Signature:</u>	<i>[Signature]</i>	

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The New Mexico Department of Transportation (NMDOT) is designing and constructing a project (Control No. 1100930) that includes the installation of a closed circuit television camera at the US70 and Interstate 25 interchange, within the boundaries of the City of Las Cruces.

Pursuant to the Closed Circuit Television Camera Maintenance Agreement, attached hereto as Exhibit "A", NMDOT will provide for the design, construction, and physical maintenance of the closed circuit television camera system improvements at the aforementioned interchange. This will entail the installation and physical maintenance of all equipment and materials for a fully operational system for the interchange. The project is expected to start in March of 2014. This agreement is for the maintenance of energy by City forces to include power costs. The agreement will grant to authorized City personnel administrative access to the closed circuit television camera system. The estimated annual energy maintenance costs will be in the range of \$420.00. Expenditures for estimated future maintenance costs will be allocated out of fiscal year 2014 General Fund operating budget.

(Continue on additional sheets as required)

The closed circuit television camera system is being installed primarily to promote traffic safety. The NMDOT requires that the City enter into the attached maintenance agreement to facilitate the future upkeep of the closed circuit television camera system upon final acceptance of the project.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Closed Circuit Television Camera Maintenance Agreement.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<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 _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY__.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

The estimated annual maintenance cost for the closed circuit television camera system is \$420.00, which will be paid out of the Fiscal Year 2014 Budget as the project is expected to start in March of 2014. Funds for the expenditures have been budgeted under the General Fund/1000 under account number: 10323050-726200 (Traffic Lighting Electricity) per Resolution 13-153.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	10323050-726200	\$420.00	\$141,736.89	\$141,316.89	Signal systems operational expenditures

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this action approves the Resolution and authorizes the City of Las Cruces to accept maintenance responsibilities of the closed circuit television camera system, as specified in the Closed Circuit Television Camera Maintenance Agreement, once accepted by both the State and City entities.
2. Vote "No"; this action denies the Resolution and will not authorize the City of Las Cruces to accept maintenance responsibilities of the closed circuit television camera system, which will place energy maintenance responsibilities back upon the NMDOT office headquartered out of Santa Fe, NM. Authorized City personnel will not have administrative access to the closed circuit television camera system.
3. Vote to "Amend"; this action could approve the agreement with adjustments to conditions or changes as requested by City Council.
4. Vote to "Table"; this would allow City Council to postpone consideration of the Resolution to approve the agreement and direct staff accordingly.

REFERENCE INFORMATION:

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

N/A

RESOLUTION NO. 14-126

A RESOLUTION APPROVING A CLOSED CIRCUIT TELEVISION CAMERA MAINTENANCE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TO PROVIDE FOR THE MAINTENANCE OF A CLOSED CIRCUIT TELEVISION CAMERA LOCATED AT THE US70 AND INTERSTATE 25 INTERCHANGE, CONTROL NO. 1100930.

The City Council of the City of Las Cruces is informed that:

WHEREAS, the New Mexico Department of Transportation is currently designing and constructing a project (Control No. 1100930) that includes the installation of a closed circuit television camera at the US70 and Interstate 25 interchange; and

WHEREAS, this will entail the installation and physical maintenance of all equipment and materials for a fully operational closed circuit television camera system; and

WHEREAS, the estimated annual energy maintenance cost will be in the range of \$420.00; and

WHEREAS, the parties want to set forth their responsibilities for energy maintenance of the closed circuit television camera system; and

WHEREAS, the closed circuit television camera system is being installed primarily to promote traffic safety.

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

(I)

THAT the City Manager of the City of Las Cruces is hereby authorized to enter into a Closed Circuit Television Camera Maintenance Agreement attached hereto as Exhibit

"A" with the New Mexico Department of Transportation to maintain a closed circuit television camera system at the US70 and Interstate 25 interchange in order to facilitate for future upkeep.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20__.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Levatino: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

Contract No.: _____

Vendor No.: _____

MAINTENANCE AGREEMENT**Closed Circuit Television Camera**

This Agreement is between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** ("Department"), and the **CITY OF LAS CRUCES**, ("Public Entity"). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, the Department contemplates the construction of a highway project within the boundaries of the Public Entity, identified as US 70 Safety CWB, CN:1100930 ("Project"); and,

Whereas, the Department and Public Entity agree with the need for installation of a Closed Circuit Television Camera ("CCTV") at the following location(s): northeast corner of US 70 at I-25; and,

Whereas, the installation of the CCTV will promote traffic safety; and,

Whereas, the parties want to set forth their responsibilities on operation and maintenance of the CCTV.

Now therefore, pursuant to NMSA 1978, Section 67-3-28, the parties agree as follows:

1. The Department Shall:

- a. Provide the necessary plans, designs and estimates and documents required for the construction of the Project and cause the Project to be constructed in the manner provided by law.
- b. Determine the design, provide and install new CCTV equipment that includes the camera, pole mounted cabinet, communications modem, encoder, camera lowering device, pole, underground conduit, pull boxes and conductor for complete assembly for a fully operational CCTV system.
- c. Maintain the communications connection needed for the CCTV to transmit images and receive commands.
- d. Maintain, operate and replace (when needed) CCTV equipment.
- e. Make the video available to Public Entity with administrative viewing privileges via the internet through access to NMRoads. Administrative privileges is defined as being able to view multiple and simultaneous video streams.

2. The Public Entity Shall:

- a. After the CCTV system has been constructed, provide at its own expense all electrical energy needed to support the CCTV system's operation.
- b. Be responsible for clearing New Mexico One-call tickets for the service utility lines associated with CCTV.
- c. Be responsible for any internal and external connections and/or configurations needed on the Public Entity's network to access the video feed from NMRoads.

3. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below.

4. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

5. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

6. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

7. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

8. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap,

be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

9. Appropriations and Authorizations.

Construction of this Project is contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico or the Congress of the United States. If sufficient appropriations and authorizations are not made by the Legislature or the Congress of the United States to the Department, this maintenance agreement shall terminate upon written notice being given by the Department to the Public Entity. The Department is expressly not committed to expenditure of any funds for this Project until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Department.

10. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

11. Public Entity Sole Jurisdiction.

The Department is not incorporating this Project into the State Highway System, nor is the Department assuming maintenance responsibility or liability for the Project.

12. Project Responsibility.

Design, construction and installation of this Project are the Department's sole responsibility and nothing is intended to give the Department any responsibility for future maintenance of the Project or related road improvements within the Public Entity's road system.

13. Contingent on Project Being Let.

In the event that the Project is not let for any reason, this Agreement shall become null and void and shall create no obligation on any of the parties.

14. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

15. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended by:

By: _____
State Traffic Engineer

Date: _____

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Clark
Assistant General Counsel

Date: 12-16-13

CITY OF LAS CRUCES

By: _____

Date: _____

Title: _____

Attest: _____