AC

Agenda Item Form

Agenda Date: Mar 23, 2004

Districts Affected: #2
Dept. Head/Contact Information: Irene Ramirez, P.E. 541-4431

2004 MAR 18 PM 2 25

Type of Agenda Item:

- ☒ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☒ Interlocal Agreements
- ☐ Other _____
- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☐ Contract/Lease Agreement
- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: Not applicable

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): Kevin Elkins KDE ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: 3

Why is this item necessary:
This memorandum of understanding will enable the City to install water and sanitary sewer service for the new Animal Shelter facility.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
There is no fee involved, Contractor will install water and sanitary sewer service as part of existing construction contract.

Statutory or Citizen Concerns:
None

Departmental Concerns:
None

4DD

RESOLUTION

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

That the Mayor be authorized to sign a **Memorandum of Understanding** by and between the **CITY OF EL PASO** and **EL PASO WATER UTILITIES PUBLIC SERVICE BOARD** for clarifying the mutual responsibilities and duties pertaining to the design and installation of water and sanitary sewer services at the Animal Shelter facility.

ADOPTED THIS 23RD DAY OF MARCH 2004.

THE CITY OF EL PASO

_____
Joe Wardy, Mayor

ATTEST:

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:

For Edward Drusina, P.E.,
Deputy Chief Administrative Officer for
Municipal Services

DOC#98909

STATE OF TEXAS	§	
	§	**MEMORANDUM OF UNDERSTANDING**
COUNTY OF EL PASO	§	

This Memorandum of Understanding ("MOU") is made this 23rd day of March, 2004, between the Municipal Services Department ("Department") and the El Paso Water Utilities Public Service Board ("EPWU"), a component unit of the City of El Paso, Texas, a Texas Home Rule Municipality, for the purpose of clarifying the mutual responsibilities and duties pertaining to a specific portion of the development plans for an Animal Shelter facility on a parcel of land approximately 4.747 acres in size located on Fred Wilson Road, El Paso, Texas ("Site") and legally described as a portion of Section 17, Block 81, Township Two, Texas and Pacific Railway Company Survey.

RECITALS

The Department is the lead agency in the construction and development of an animal shelter facility on the Site in accordance with the City's agreement between El Paso County, the City, and the City/County Health & Environmental District ("Project"). As part of the Project, water lines must be installed up to and along the frontage of the Site in order to allow proper development of the Project. Also, water lines must be installed within the Site to permit efficient usage of the Site and possible development of adjoining parcels of land in the future. It is the desire of the Department and EPWU that the Project work be coordinated and accomplished in accordance with the terms of this MOU in order that the Project shall proceed expeditiously and that costs of the Project shall be as set forth herein.

AGREEMENT

1.01 The respective duties and obligations of the parties hereto shall commence upon the date this MOU is executed by both the City and the EPWU and shall continue until the Project is substantially complete or until EPWU or the City mutually agree to terminate this agreement.

RESPONSIBILITIES OF EPWU

2.01 EPWU shall provide engineering design services for a water line or lines to the Site and along the Fred Wilson Road frontage of the Site. Upon completion of the water line in

accordance with appropriate design and upon acceptance by EPWU together with receipt by EPWU of *Contractor's Waiver of Lien* from the City's Contractor and any Sub-Contractor, *Owner's Release of Liens Affidavit*, along with the *Conveyance Form*, executed by the Department, the lines will be incorporated into EPWU's system and maintained by EPWU, subject to the usual one-year warranty from the Department's general contractor.

RESPONSIBILITIES OF THE DEPARTMENT

3.01 The Department shall pay to EPWU the standard design fee of 4% of EPWU's estimated costs for the extensions. The estimated cost is $ 7,796.53 for the water main resulting in a total design fee of $ 311.86. Payment shall be made prior to the release for construction of the facilities, thirty (30) days after presentation to the Department by EPWU of an invoice describing services performed.

3.02 It is understood and agreed that the Department shall have the water line(s), as well as the water service line and the sanitary sewer service line constructed in accordance with approved EPWU's plans. The Department shall be responsible to pay its chosen general contractor for construction costs for the line extensions and appurtenances.

3.03 It shall be the responsibility of the Department to pay for all costs associated with providing water services and wastewater services to the Site to include all costs for meter deposits and initial backflow preventor device inspection fees.

3.04 The water line to serve the Site will be installed within a twenty-five foot (25') wide parcel of land along the southern most property line of the Site and adjacent to the northern right-of-way line of Fred Wilson Road. The existing sanitary sewer line is already located within the described a twenty-five foot (25') strip along the southern most property line of the Site and adjacent to the northern right-of-way line of Fred Wilson Road. EPWU will identify for the Department an appropriate location for the water line. Upon acceptance of the line, EPWU reserves the right to use the twenty-five foot (25') wide parcel of land for repair, reconstruction, maintenance, and operation of any water or wastewater lines along with any appurtenances thereto, including the right to install additional lines, and the right of ingress and egress for these purposes. The Department shall retain all rights to the use of the surface of the twenty-five foot (25') wide parcel not inconsistent with the use or maintenance of the strip for water and sewer lines and appurtenances.

MISCELLANEOUS

4.01 This MOU shall not be interpreted as creating any form of employer/employee relationship between the parties or any joint venture.

4.02 Each of the parties expressly recognizes that the other is performing a governmental function in the provision of an animal control facility, the purpose of this Project.

EXECUTED at El Paso, Texas, on the day and year above mentioned.

EL PASO WATER UTILITIES

Edmund G. Archuleta, P. E.
General Manager

APPROVED AS TO FORM:

Robert D. Andron
General Counsel

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Kevin D. Elkins
Assistant City Attorney

APPROVED AS TO CONTENT:

pol Edward Drusina, P. E.
Deputy Chief Administrative Officer for
Municipal Services