

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, JULY 28, 2014**

ITEM 9

REQUEST FOR APPROVAL FOR THE CITY OF SANTA FE TO ACCEPT A \$10,000 GRANT FROM THE NEW MEXICO DEPARTMENT OF GAME AND FISH FOR TRACK DEVELOPMENT AND MAINTENANCE AT THE BUCKMAN MX TRACK IN THE LA TIERRA TRAIL AREA IN SANTA FE, NEW MEXICO FOR FY 2014-2015
REQUEST FOR APPROVAL OF BUDGET ADJUSTMENT REQUEST **(DAVID CHAPMAN)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 416007.490215

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

Date: July 28, 2014
TO: Public Works Department, CIP & Land Use Committee
VIA: 
Isaac J. Pino, P.E., Public Works Department Director
FROM: David A. Chapman, Grant Administrator / Grant Writer

ITEM & ISSUE

1. Request the City of Santa Fe to accept a \$10,000 grant from the New Mexico Department of Game and Fish for track development and maintenance at the Buckman MX Track in the La Tierra Trail Area in Santa Fe, New Mexico for FY2014-2015.
2. Request approval to increase project budget as indicated.

BACKGROUND & SUMMARY

On July 1, 2014, the New Mexico Department of Game and Fish awarded the City of Santa Fe a \$10,000 grant on a competitive basis, to construct an OHV safety training area, construct a track viewing area and maintain the 1.7 miles of existing MX track. The project will result in improved recreational OHV use of the track.

Attached for review and approval is the Grant Agreement for the City of Santa Fe Buckman MX and OHV Track Project.

ACTION

Please recommend to the Finance Committee approval of this grant and increase the business unit to be established by the Accounting Department.

Enc.: Grant Agreement
BAR

xc: Brian K. Snyder, City Manager
Marcos A. Tapia, Finance Department Director
Erica J. Martinez, Senior Finance Analysis

GRANT AGREEMENT

City of Santa Fe Buckman MX and OHV Track Project #15-21

This AGREEMENT ("Agreement") entered into on _____, by and between the NEW MEXICO DEPARTMENT OF GAME AND FISH, an agency of the State of New Mexico, hereinafter called the "Department," and the CITY OF SANTA FE, hereinafter called the "City."

WHEREAS.

- 1 Pursuant to §66-3-1018.B(8) NMSA 1978, the Department shall accept and evaluate all applications for grants from the Trail Safety Fund ("Fund") for the implementation of the provisions of the Off-Highway Motor Vehicle Act.
2. The Department recognizes that designating motorized travel use is important in promoting local economic and outdoor recreation activity.
3. The Department has evaluated and reviewed a proposal submitted by the City for constructing an OHV safety training area, constructing a track viewing area, and maintaining the 1.7 miles of existing MX track.
4. Funds exist in the Fund account to fund the track construction and maintenance for the term of this Agreement identified below.
5. Both parties to this Agreement desire to see the track construction and maintenance completed, resulting in improved recreational OHV use on the track as indicated in the approved Grant Application attached hereto as "Attachment 1" and incorporated herein by reference and hereinafter referred to as "Grant Application."

NOW, THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS HEREBY UNDERSTOOD AND AGREED by and between the parties hereto as follows;

A. The City:

- 1: The City will construct a one-hundred fifty (150) foot by one-hundred twenty (120) foot safety training area for use in hands-on safety training classes for OHV users.
2. The City will construct a viewing area for the track to comply with state OHV supervision laws. The city will also construct a track that allows safe pedestrian access to the viewing area.

3. The City will utilize any remaining funds set forth in this agreement to maintain the 1.7 miles of existing MX track and track facilities.
4. The City will permit the Department, its employees, or agents to inspect the project and all financial and related records at any and all reasonable times during the term of the Agreement. This project will be implemented by the City in accordance with the goals, terms, and conditions on the approved Grant Application.
5. The City shall fully comply with all federal, state and local laws, rules, regulations, etc. applicable or related to this Agreement.
6. Goods and services for trails projects typically include purchase of such things as signage, sign posts, maintenance of signs, and contract labor. The City also agrees to the following terms and conditions.
 - a. Any equipment purchased with funds granted under this Agreement may only be used for the specific purposes identified in the project application and this Agreement.
 - b. No employee, officer or agent of the City shall participate in the selection, award or administration of a contract supported by the Fund dollars under this Agreement if a real or apparent conflict of interest would be involved. Goods or services may not be purchased by the City from any business in which an employee or official of the City has a financial or other interest.
 - c. Equipment purchased with funds granted under this Agreement will not be used for personal gain or purposes. Equipment may not be traded or sold by the City without prior written approval by the Department. If the City receives permission to sell a piece of equipment, any income from the sale must be reinvested in the project for which the equipment was purchased.
7. The City agrees that this Agreement does not establish an employee/employer relationship between the Department and the City, nor any person employed by the City for any purpose.
8. The City agrees to pay all required state, federal or local taxes, fees, including unemployment insurance and Workers Compensation Insurance or other assessments related to the employment of any person or individual by the City.
9. The City agrees to provide the Department with invoices and documentation of the actual and necessary expenses incurred in trail signing in the format and by the dates set forth below. The City agrees to allow and permit Legislative or Department auditors access to its' records for the purpose of determining that this grant funding is administered in accordance with the terms and conditions set forth in this Agreement.
10. The City agrees and acknowledges that the Department may unilaterally terminate this Agreement at any time due to the City's failure to comply with any of the provisions of this Agreement.

B. The Department:

1. The Department agrees to provide a maximum of \$ 10,000 to the City for approved direct and documented track construction and maintenance as identified in the approved Grant Application.

a. The grant funds may be provided in accordance with the following schedule:

For track construction and maintenance during the period October through December, the City shall submit documentation as described in paragraph A.9 by not later than January 15th of the following calendar year.

For track construction and maintenance during the period January through March, the City shall submit documentation as described in Paragraph A.9 not later than April 15th of the same calendar year.

Upon approval of the submitted documentation the Department will reimburse the City for approved expenditures not to exceed the cumulative maximum of \$ 10,000 as stated above. Such payment will be made not later than 45 days following approval of the submitted documentation.

b. Any funds not supported by adequate documentation shall not be paid and will be retained in the Trail Safety Fund.

C. Miscellaneous

1. By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agents or employees in the performance of this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act (41-4-1 through 41-4-29 NMSA 1978) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law and the New Mexico Tort Claims Act. The parties, and their "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity and do not waive any defense of any limitation of liability pursuant to law. No provision of this Agreement waives and/or modifies any provision of the New Mexico Tort Claims Act.

2. The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, or withdrawn, this Agreement shall terminate immediately. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Field Staff and shall be final.

3. This Agreement may be subject to the approval of the New Mexico Department of Finance and Administration and if so required shall not be effective until approved.

4. The following activities and expenditures are not eligible for funding under this agreement:

- a. projects that displace fish and wildlife species or reduce habitat;
- b. trail projects on trails not approved by the appropriate land management agency or private landowner;
- c. fulfillment costs, such as envelopes and supplies;
- d. Communication costs, such as telephone expenses;
- e. Administration – salaries, per diem (travel expenses, mileage, gasoline, meals or lodging), over-run, entertainment, supplies, taxes, and other categories not attributable to on-the-ground trail maintenance;
- f. costs for the purchase of equipment and where rental opportunities can reasonably accommodate; and
- g. Trail maintenance/grooming or other effects upon trails that exclude OHV use.

5. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given and delivered to, and received by the receiving party; (i) when hand delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) three (3) days after deposit in the U.S. Mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

DEPARTMENT: Street address: 3841 Midway Place NE, Albuquerque, NM 87109
Mailing address: 3841 Midway Place NE, Albuquerque, NM 87109
Facsimile: (505) 222-4734
Attention: Marc Hildesheim

CITY: Street address: PO Box 909, Santa Fe, NM 87504
Facsimile: (505) 955-2020
Attention: David A. Chapman

7. The term of this Agreement shall commence upon its full execution or upon approval of the Department of Finance and Administration if such approval is required, and shall end on June 30, 2015 unless sooner terminated under paragraph A.10, above.

8. Termination.

A. Either party may terminate this Agreement for convenience or cause upon written notice of termination at least thirty (30) days prior to the intended date of termination.

B. Except as otherwise expressly allowed or provided under this Agreement, the Department's sole liability upon termination shall be to pay for acceptable work performed prior to the City's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The City shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. This provision is not exclusive and does not waive the party's other legal rights and remedies caused by the other party's default/breach of this agreement.

9. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

10. Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

New Mexico Department of Game and Fish

Alexandra Sandoval, Director

Date

City of Santa Fe

Javier Gonzales, Mayor

Date

CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY 7/2/14

APPROVED:

MARCOS A. TAPIA,
FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM

dac

