



**ACTION SHEET  
CITY COUNCIL MEETING OF 09/09/09  
ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/09**

**ISSUE:**

12. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO MEMORANDUM OF AGREEMENT – JOINT REGIONAL OPEN SPACE AND TRAILS PROJECT; COUNTY OF SANTA FE (ROBERT SIQUEIROS)
- A. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO COOPERATIVE PROJECT AGREEMENT – SANTA FE RAILYARD BIKEWAYS AND WALKWAYS PROJECT; NEW MEXICO DEPARTMENT OF TRANSPORTATION (PETER GREENE)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

Requested approval of amendment no. 4 to memorandum of agreement for joint regional open space and trails project with County of Santa Fe in the amount of \$1,530,000 and request for approval of amendment no. 4 to cooperative project agreement for Santa Fe Railyard bikeways and walkways project with New Mexico Department of Transportation in the amount of \$2,783,729. Budget is available in project fund.

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

<b>VOTE:</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR WURZBURGER	X		
COUNCILOR CALVERT	X		
COUNCILOR CHAVEZ	not present		
COUNCILOR DOMINGUEZ	excused		
CHAIRPERSON ORTIZ	X		

**ACTION SHEET  
ITEM FROM THE  
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING  
OF  
MONDAY, AUGUST 24, 2009**

**ITEM 14**

REQUEST FOR APPROVAL OF MEMORANDUM OF AGREEMENT (MOA) AMENDMENT NO. 4 BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE FOR CERTAIN JOINT REGIONAL OPEN SPACE AND TRAILS PROJECT **(ROBERT SIQUEIROS)**

- REQUEST FOR APPROVAL OF AMENDMENT NO. 4 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE BIKEWAYS AND WALKWAYS PROJECT **(PETER GREENE)**

**PUBLIC WORKS COMMITTEE ACTION: Approved**

**SPECIAL CONDITIONS OR AMENDMENTS:**

**STAFF FOLLOW UP:**

VOTE	FOR	AGAINST	ABSTAIN
<b>CHAIRPERSON BUSHEE</b>			
<b>COUNCILOR CALVERT</b>	<b>X</b>		
<b>COUNCILOR CHAVEZ</b>	<b>Absent</b>		
<b>COUNCILOR ROMERO</b>	<b>Excused</b>		
<b>COUNCILOR TRUJILLO</b>	<b>X</b>		

# City of Santa Fe, New Mexico

# memo

**DATE:** July 30, 2009

**TO:** Public Works Committee Meeting

**VIA:** Robert P. Romero, Public Works Department Director 

**FROM:** Robert Siqueiros, Projects Administrator 

**ITEM & ISSUE:**

**Request Approval of Memorandum of Agreement (MOA) Amendment No. 4  
Between the County of Santa Fe and the City of Santa Fe for Certain Joint Regional  
Open Space and Trails Projects.**

**BACKGROUND & SUMMARY:**

The purpose of the MOA is to continue in the planning, design and development of the Arroyo Chamiso Trail (\$205,000), the Santa Fe Railyard Park (\$830,000), Santa Fe Rail Trail (\$430,000) and the Foothills Trail System (\$65,000) utilizing ¼% Joint City/County gross receipts tax funds. Specifically, Amendment No. 4 provides for the extension of the term of the MOA as well as increases the compensation in the amount \$200,000 for the Santa Fe Railyard Park. These items and amounts were approved in October 2008 by the Regional Planning Authority and in January 2009 by the Santa Fe County Commissioners.

The MOA specifies that the City of Santa Fe will continue to be responsible for undertaking the procurement, for contracting with the consulting firms involved in planning, design, acquisition, and construction of the above referenced trails and open space projects. In total the County will forward the amount of \$1,530,000.00 for the professional services listed above.

Attached as Exhibit A is the MOA approved by the RPA and County Commissioners and serves as the mechanism for expenditures of the funds recommended.

**ACTION**

City staff recommends approval of the Memorandum of Agreement for the planning, design and construction of the referenced open space and trails projects using ¼% GRT funds. Should the Committee grant approval, the request will go to City Council.

Attachments: Exhibit "A" – Memorandum of Agreement Amendment No. 4

Cc: Leroy Pacheco, Section Supervisor - River, Watershed & Trails

**SANTA FE COUNTY  
AMENDMENT NO. 4  
TO MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE  
FOR THE TRAILS AND OPEN SPACE PROJECTS**

THIS AMENDMENT is entered into on this \_\_\_\_\_ day of, \_\_\_\_\_ 2009, by and between **Santa Fe County**, hereinafter referred to as “the County” and the **City of Santa Fe**, a New Mexico political municipality with a principle address of 200 Lincoln Avenue, Santa Fe, New Mexico 87504, hereinafter referred to as “the City”.

**WHEREAS**, on September 14, 2004 the County entered into the Memorandum of Agreement with the City of Santa Fe for the joint regional trails project (“Agreement”) for a County expenditure of \$270,000; and

**WHEREAS**, Article 3, “EFFECTIVE DATE AND TERM”, of the original Agreement allows the parties to extend the original term of the Agreement in writing by mutual agreement of parties; and

**WHEREAS**, Amendment No. 1 extended the term of the original Agreement through June 30, 2007; and

**WHEREAS**, Amendment No. 2 extended the term of the original Agreement through June 30, 2009 to allow for on-going work and progression of this joint project; and

**WHEREAS**, Amendment No. 3 added the Santa Fe Rail Trail to the joint regional trails project and increased compensation under the original Agreement in the amount of \$1,060,000; and

**WHEREAS**, the Community Service Department is requesting an extension of the term of the Agreement through June 30, 2011 and an increase in compensation in the amount of \$200,000 for the Santa Fe Rail Yard Park project .

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 2, “METHOD OF FUNDING”, is amended to read as follows:

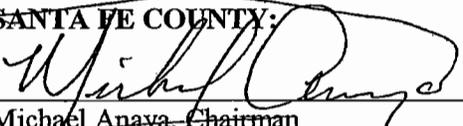
A. The total compensation to be paid under the Memorandum of Agreement shall not exceed a total amount of \$1,530,000.

B. The County shall compensate the City in the following amounts:

1. Arroyo Chamisa Trail – original amount: \$45,000	Amended amount:	\$ 160,000
	Total:	\$ 205,000
2. Foothills Trail System	Total:	\$ 65,000
3. Santa Fe Rail Yard Park - original amount: \$160,000	Amended amount:	\$ 470,000
	Amended amount:	\$ 200,000
	Total:	\$ 830,000
4. Santa Fe Rail Trail	Total:	\$ 430,000
		<u>\$1,530,000</u>

2. All other provisions of the original Memorandum of Agreement, not amended, replaced or superseded by Amendment Nos. 1, 2, 3 or by this Amendment No. 4 shall remain in full force and effect.

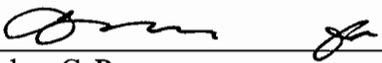
**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Michael Anaya, Chairman  
Santa Fe Board of County Commissioners

**ATTEST**

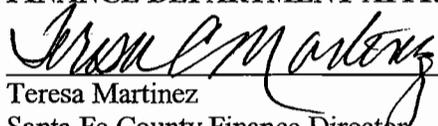
  
\_\_\_\_\_  
Valerie Espinoza  
Santa Fe County Clerk

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
Stephen C. Ross,  
Santa Fe County Attorney

06-02-2009  
Date

**FINANCE DEPARTMENT APPROVAL**

  
\_\_\_\_\_  
Teresa Martinez  
Santa Fe County Finance Director

6/17/09  
Date

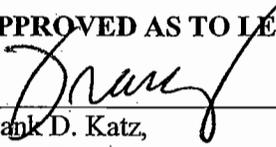
**CITY OF SANTA FE:**

\_\_\_\_\_  
David Coss  
Mayor

**ATTEST**

\_\_\_\_\_  
Yolanda Y. Vigil  
City Clerk

**APPROVED AS TO LEGAL FORM**

  
\_\_\_\_\_  
Frank D. Katz,  
Santa Fe City Attorney

\_\_\_\_\_  
Date

**FINANCE DEPARTMENT APPROVAL**

\_\_\_\_\_  
David Millican  
Santa Fe City Finance Director

\_\_\_\_\_  
Date

	FY 04	FY 08	Total	City (MOA)	Balance	County
Santa Fe River Trail	\$222,500.00	\$700,000.00	\$922,500.00	\$285,000.00	\$40,597.96	\$637,500.00
Rail Trail		\$580,000.00	\$580,000.00	\$430,000.00	\$430,000.00	\$150,000.00
Arroyo Chamisos Trail	\$45,000.00	\$160,000.00	\$205,000.00	\$205,000.00	\$205,000.00	
Rail Yard Park	\$160,000.00	\$470,000.00	\$630,000.00	\$630,000.00	\$0.00	
Dale Ball Trails	\$65,000.00	\$70,000.00	\$135,000.00	\$65,000.00	\$0.00	
Regional Trail Inventory		\$20,000.00	\$20,000.00			\$20,000.00
Trails Stewardship		\$50,000.00	\$50,000.00			\$50,000.00
Contingency		\$250,000.00	\$250,000.00	\$200,000.00	\$0.00	\$50,000.00

Rail Yard Park	\$160,000.00	\$470,000.00	\$630,000.00	\$630,000.00	\$0.00	
Rail Trail	\$580,000.00	\$70,000.00	\$650,000.00	\$650,000.00	\$0.00	

<b>Balance</b>
<b>\$537,285.79</b>
<b>\$150,000.00</b>
<b>\$20,000.00</b>
<b>\$3,000.00</b>
<b>\$50,000.00</b>



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

- |   |                          |                                     |                             |                          |
|---|--------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 | FOR: ORIGINAL CONTRACT   | <input type="checkbox"/>            | CONTRACT AGREEMENT          | <input type="checkbox"/> |
|   | MAINTENANCE AGREEMENT    | <input type="checkbox"/>            | LICENSE AGREEMENT           | <input type="checkbox"/> |
|   | LEGAL SERVICES AGREEMENT | <input type="checkbox"/>            | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
|   | MEMORANDUM OF AGREEMENT  | <input checked="" type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
|   | GRANT AGREEMENTS         | <input type="checkbox"/>            | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor MOA between the City and County

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: MOA. \$ 270,000.<sup>00</sup>

Termination Date: June 30, 2007

Approved by Council Date: 8-25-04  
 or by City Manager Date: \_\_\_\_\_

Contract is for: SF - Bike & Pedestrian Trails & Railyard Park

Amendment # 4 to the Original Contract# # 25-0044

Increase/(Decrease) Amount \$ \$ 200,000.<sup>00</sup>

Extend Termination Date to: June 30, 2011

Approved by Council Date: pending  
 or by City Manager Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \$270,000 of original Contract# 25-0044 Termination Date: June 30, 2007

Reason: Trails & Open Space

Amount \$ 0 amendment # 1 & 2 Termination Date: \_\_\_\_\_

Reason: Time extension to June 30, 2009

Amount \$ \$1,060,000.<sup>00</sup> amendment # 3 Termination Date: \_\_\_\_\_

Reason: Increase Total \$ 1,060,000 - add SF Rail Trail.

Amount \$ \$ 200,000 amendment # 4 Termination Date: June 30, 2011

Reason: Add \$200,000 for Railyard Park & Time extension

Total of Original Contract plus all amendments: \$ \$ 1,530,000 (see attached MOA.) 11



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP  RFQ  Sole Source  Other

6 **Procurement History:** We have not been reimbursed by County.  
example: (First year of 4 year contract)

7 **Funding Source:** RPA - GRT 1/4% Fund BU/Line Item: \_\_\_\_\_

8 **Any out-of-the ordinary or unusual issues or concerns:**  
NA  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Robert Sigveiros Phone # 955-6977

**Division Contract Administrator:** \_\_\_\_\_

**Division Director:** Chris Ortega, PE

**Department Director:** Robert Romero, PE

10 **Certificate of Insurance attached.** (if original Contract)  NA

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:** NA

12 **Prior year's contract amount?:** NA

13 **Describe service impact from an ongoing commitment to the contractor:** NA

14 **Why staff cannot perform the work?:** NA

15 **If extending contract, why?:** To increase MDA by \$200,000 and to add time expense language.

16 **Was a Santa Fe company awarded contract? If not, why?:** NA

17 **Has the contract has been approved as to form by City Attorney's Office?:** pending

18 **Is this for City Manager or Council approval?:** City Council

**To be recorded by City Clerk:**

Contract # pending.

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

SANTA FE COUNTY  
AMENDMENT NO. 3  
TO MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE COUNTY  
FOR THE TRAILS AND OPEN SPACE PROJECTS

ITEM # 08-0168

THIS AMENDMENT is entered into on this 25 day of March 2008, by and between Santa Fe County, hereinafter referred to as "the County" and the City of Santa Fe, a New Mexico political municipality with a principle address of 200 Lincoln Avenue, Santa Fe, New Mexico 87504, hereinafter referred to as "the City".

WHEREAS, on September 14, 2004 the County entered into the Memorandum of Agreement with the City of Santa Fe for the joint regional trails project ("Agreement") for a County expenditure of \$270,000; and

WHEREAS, Article 3, "EFFECTIVE DATE AND TERM", of the original Agreement allows the parties to extend the original term of the Agreement in writing by mutual agreement of parties; and

WHEREAS, Amendment No. 1 extended the term of the original Agreement through June 30, 2007; and

WHEREAS, Amendment No. 2 extended the term of the original Agreement through June 30, 2009 to allow for on-going work and progression of this joint project; and

WHEREAS, the County and the City along with the COLTPAC and RPA wish to add the Santa Fe Rail Trail to the joint regional trails project and increase compensation under the original Agreement in the amount of \$430,000; and

WHEREAS, the Community Service Department is also requesting to increase the total compensation under the original Agreement by \$630,000 to allow for ongoing work and progress on this joint project.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 2, "METHOD OF FUNDING", is amended to read as follows:

A. The total compensation to be paid under the Memorandum of Agreement shall not exceed a total amount of \$1,330,000.

B. The County shall compensate the City in the following amounts:

1. Arroyo Chamisa Trail – original amount: \$45,000	Amended amount:	\$ 160,000
	Total:	\$ 205,000
2. Foothills Trail System – original amount: \$65,000	Amended amount:	\$0
	Total:	\$ 65,000
3. Santa Fe rail Yard Park - original amount: \$160,000	Amended amount:	\$ 470,000
	Total:	\$ 630,000
4. Santa Fe Rail Trail – original amount: \$430,000	Amended amount:	\$0
	Total:	\$ 430,000
		<u>\$1,330,000</u>

2. All other provisions of the original Memorandum of Agreement, not amended, replaced or suspended by Amendment No. 1 & 2 or by this Amendment No. 3 shall remain in full force and effect.

SANTA FE COUNTY

Jack Sullivan  
Jack Sullivan, Chairman  
Santa Fe Board of County Commissioners

ATTEST

Valerie Espinoza  
Valerie Espinoza  
Santa Fe County Clerk



APPROVED AS TO LEGAL FORM

Stephen C. Ross  
Stephen C. Ross,  
Santa Fe County Attorney

1/15/08  
Date

CITY OF SANTA FE

David Coss  
David Coss  
Mayor

3/13/08  
Date

APPROVED AS TO LEGAL FORM

Frank D. Katz  
Frank D. Katz,  
Santa Fe City Attorney

3-5-08  
Date

ATTEST:

Yolanda Y. Vigil  
Yolanda Y. Vigil  
City Clerk

3-14-08  
Date

ITEM # 08-0136

SANTA FE COUNTY  
AMENDMENT NO. 3  
TO MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE COUNTY  
FOR THE JOINT REGIONAL TRAILS AND OPEN SPACE SANTA FE RIVER TRAIL PROJECT

This Amendment is made and entered into this 27<sup>th</sup> day of September, 2008 by and between the Santa Fe County, hereinafter referred to as "the County" and the City of Santa Fe, hereinafter referred to as "the City."

WHEREAS, the County entered into the Memorandum of Agreement with the City of Santa Fe for the Joint Regional Trails and Open Space Santa Fe River Trails Project on September 14, 2004; and

WHEREAS, the Community Services Department is requesting to increase the funding by \$112,714.21 to allow for on-going work and progression of this joint project.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 2, "METHOD OF FUNDING", is hereby amended to read as follows:
  - A. The County shall compensate the City in the total amount of \$285,000 for professional services related to the planning, design, acquisition and construction of the Santa Fe River Trail from Camino Alife to State highway 599, and the total compensation to be paid under this Memorandum of Agreement shall not exceed \$285,000.
  - B. If the above designated compensation is not sufficient to fully fund the Project, the City and the County shall determine each entity's proportionate share necessary for completion. (See Ordinance 2002-5, Section 5.
  - C. All payments under this Agreement shall be on a cost reimbursement basis. Prior to cost reimbursement, the City shall submit to the County a fund requisition with documentation in support of each budgetary category. Such documentation shall include the original or certified copy of invoices, vouchers, statements, etc. All costs chargeable to the County must be in accordance with budgetary and other restrictions of expenses established by this Agreement. Funds for reimbursement can be disbursed on any Friday of each month during the Agreement period. In order for the County to meet this deadline, the City is required to submit its request for reimbursement by Tuesday 5:00 p.m., in order to receive payment by the following Friday.
2. All other provisions of the original Memorandum of Agreement, not amended, replaced or suspended by Amendment No. 1 or by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SANTA FE COUNTY

Jack Sullivan  
Jack Sullivan, Chairman  
Santa Fe Board of County Commissioners.

ATTEST:

Valerie Espinoza - Feb. 27, 08  
Valerie Espinoza  
Santa Fe County Clerk



APPROVED AS TO FORM:

Stephen C. Ross 1/7/08  
Stephen C. Ross  
Santa Fe County Attorney Date

FINANCE DEPARTMENT APPROVAL:

Peresa C. Martinez 1/3/08  
Peresa C. Martinez  
Santa Fe County Finance Director Date

CITY OF SANTA FE:

Galen M. Buller \_\_\_\_\_  
Galen M. Buller Date  
City Manager

APPROVED AS TO LEGAL FORM:

Frank D. Katz \_\_\_\_\_  
Frank D. Katz Date  
Santa Fe City Attorney

CITY OF SANTA FE

David Coss  
DAVID COSS, MAYOR

DATE: 2/25/08

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL  
CITY CLERK      *ccmg 2/13/08*

APPROVED AS TO FORM:

Frank Katz  
FRANK KATZ, CITY ATTORNEY

APPROVED:

Kathryn Raveling  
KATHRYN RAVELING,  
FINANCE DIRECTOR

**SANTA FE COUNTY  
AMENDMENT NO. 2  
TO MEMORANDUM OF AGREEMENT  
BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE COUNTY  
FOR THE JOINT REGIONAL TRAILS AND OPEN SPACE SANTA FE RIVER TRAIL PROJECT**

This Amendment is made and entered into this 3 day of October, 2007 by and between the Santa Fe County, hereinafter referred to as "the County" and the City of Santa Fe, hereinafter referred to as "the City."

WHEREAS, the County entered into the Memorandum of Agreement with the City of Santa Fe for the Joint Regional Trails and Open Space Santa Fe River Trails Project on September 14, 2004; and

WHEREAS, Article 3, "EFFECTIVE DATE AND TERM", of the original Agreement allows the parties to extend the original term of the Agreement in writing by mutual agreement of parties; and

WHEREAS, the Community Services Department is requesting to extend the term of the original Agreement through June 30, 2009 to allow for on-going work and progression of this joint project;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 3, "EFFECTIVE DATE AND TERM", is amended to read as follows:

This Memorandum of Agreement shall become effective upon due execution by all parties and shall terminate on June 30, 2009, unless terminated pursuant to Paragraph 4, "TERMINATION", of this Memorandum of Agreement.

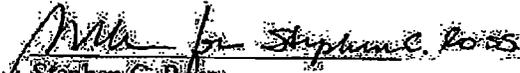
2. All other provisions of the original Memorandum of Agreement, not amended, replaced or suspended by Amendment No. 1 or by this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY

  
Roman Abeyta, County Manager

APPROVED AS TO LEGAL FORM:

  
Stephen C. Ross  
Santa Fe County Attorney

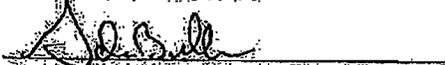
8/1/07  
Date

FINANCE DEPARTMENT APPROVAL:

  
Teresa C. Martinez  
Santa Fe County Finance Director

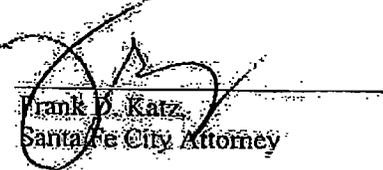
8/7/07  
Date

CITY OF SANTA FE:

  
Galen M. Buller  
City Manager

8/29/07  
Date

APPROVED AS TO LEGAL FORM:

  
Frank D. Katz  
Santa Fe City Attorney

8/27/07  
Date

**AMENDMENT No. 2 TO  
THE MEMORANDUM OF AGREEMENT**

This document, entered into between the County of Santa Fe, hereinafter referred to as (the "County") and the City of Santa Fe, hereinafter referred to as (the "City"), is AMENDMENT No. 2 (the "Amendment") to the MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE FOR THE JOINT REGIONAL TRAILS AND OPEN SPACE SANTA FE RIVER TRAIL PROJECT, dated September 14, 2004 (the "Agreement"). The date of this Amendment shall be the date when it is executed by the City.

**RECITALS**

**WHEREAS**, the Agreement recognized that the Santa Fe River Trail Corridor Project from Camino Alire to State Highway 599 is a joint County and City project that will be developed in coordination and consultation between the County and City in order to ensure that a continuous facility is created with uniform design and functionality that serves both County and City residents; and

**WHEREAS**, Amendment No. 1 to the Agreement extend the term to June 30, 2007; and

**WHEREAS**, both parties have agreed to amend the Agreement to allow the County to use funds included in the original Agreement to acquire a parcel of land along the Santa Fe River for inclusion in the Santa Fe River Trail Corridor as part of the overall joint project.

**NOW, THEREFORE**, Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the County and the City agree as follows:

1. METHOD OF FUNDING

Article 2, paragraph A of the Agreement is amended to decrease the amount of compensation by a total of fifty thousand two hundred fourteen dollars and twenty-one cents (\$50,214.21), so that Article 2, paragraph A reads as follows:

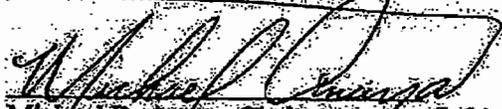
A. The County shall compensate the City in the total amount of one hundred seventy-two thousand two hundred eighty-five dollars and seventy-nine cents (\$172,285.79) for professional services related to the planning, design, acquisition and construction of the Santa Fe River Trail from Camino Alire to State Highway 599, and the total compensation to be paid under this Memorandum of Agreement shall not exceed one hundred seventy-two thousand two hundred eighty-five dollars and seventy-nine cents (\$172,285.79).

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Memorandum of Agreement as of the dates set forth below.

**SANTA FE COUNTY:**

  
Michael D. Anaya, Chairman 7-26-05



  
Valerie Espinosa  
County Clerk 7-26-05

APPROVED AS TO FORM

  
Stephen C. Ross  
Santa Fe County Attorney

**CITY OF SANTA FE:**

  
Mike P. Lujan, City Manager



ATTEST

  
Yolanda Vigil  
City Clerk

APPROVED AS TO FORM

  
Bruce Thompson  
City Attorney

**FINANCE DEPARTMENT:**

  
Susan Lucero  
Santa Fe County Finance Director

**FINANCE DEPARTMENT:**

  
Kathryn Ravelle  
Santa Fe City Finance Director

**COUNTY OF SANTA FE  
AMENDMENT NO. 1 TO THE MEMORANDUM OF AGREEMENT  
BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE FOR THE  
JOINT REGIONAL TRAILS AND OPEN SPACE SANTA FE RIVER TRAIL PROJECT**

This Amendment is made and entered into this 1 day of July, 2005 by and between the County of Santa Fe hereinafter referred to as the "County" and the City of Santa Fe, hereinafter referred to as the "City".

**RECITALS**

**WHEREAS**, the County entered into a Memorandum of Agreement with the City of Santa Fe for the Joint Regional Trails and Open Space Santa Fe River Trail Project on September 14, 2004;

**WHEREAS**, "Section 3, EFFECTIVE DATE AND TERM", of the original Agreement allows the parties to extend the original term of the Agreement in writing by mutual agreement of both parties; and

**WHEREAS**, the Project & Facilities Management Department is requesting to extend the term of the original Agreement through June 30, 2007 because work on this joint project is progressing and will be ongoing for the next several years.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Article 3, "EFFECTIVE DATE AND TERM", of the original Agreement is hereby amended to read as follows:

"This Memorandum of Agreement shall become effective on September 14, 2004, and shall terminate on June 30, 2007, unless terminated pursuant to Article 4, TERMINATION. This Agreement may be extended in writing by mutual agreement of both parties."

2. All other provisions of the original Agreement, not amended, replaced or suspended by this amendment shall remain in full force and effect.

**THIS SPACE IS LEFT BLANK INTENTIONALLY**

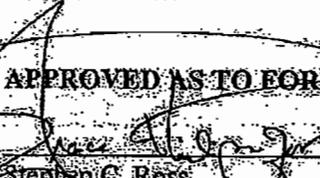
IN WITNESS WHEREOF, this Amendment will become effective as of the date first written above.

**SANTA FE COUNTY:**

  
\_\_\_\_\_  
Gerald T.E. Gonzalez  
Santa Fe County Manager

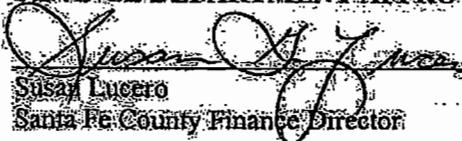
6/28/05  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

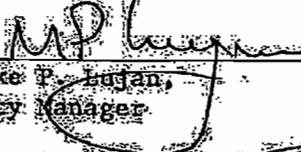
6/28/05  
Date

**FINANCE DEPARTMENT APPROVAL:**

  
\_\_\_\_\_  
Susan Lucero  
Santa Fe County Finance Director

6-17-05  
Date

**CITY OF SANTA FE:**

  
\_\_\_\_\_  
Mike P. Lujan,  
City Manager

6-29-05  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Bruce Thompson,  
Santa Fe City Attorney

6/30/05  
Date

**MEMORANDUM OF AGREEMENT  
BETWEEN THE COUNTY OF SANTA FE AND THE CITY OF SANTA FE FOR THE  
JOINT REGIONAL TRAILS AND OPEN SPACE SANTA FE RIVER TRAIL PROJECT**

This Memorandum of Agreement is entered into on this 14 day of September, 2004, by and between the County of Santa Fe, hereinafter referred to as ("the County") and the City of Santa Fe, hereinafter referred to as ("the City").

WHEREAS, in the spirit of cooperation, mutual respect and service to the residents of Santa Fe County, this Memorandum of Agreement confirms the parties' commitment and mutual cooperation which recognizes that partnering activities between governmental entities of similar purposes may produce community and constituency benefits beyond what might be produced independently;

WHEREAS, County Ordinance No. 2002-05 specifies that designated funding for acquisition of land for open space, public parks or public recreational facilities and the design, acquisition, construction, improvement or equipping of parks and recreational facilities that the County undertakes jointly with the City are to be reviewed and approved by the Regional Planning Authority (hereinafter "the RPA");

WHEREAS, the RPA approved, on June 19, 2003, its Resolution No. 2003-07 "A Resolution for the Consideration and Adoption of the Regional GRP Capital Improvements Program for Funding Year 2004 as it Relates to the County Capital Outlay Gross Receipts Tax for Joint Regional Projects," which authorized funding in the amount of \$222,500 for the Santa Fe River Trail Project from Camino Alire to State Highway 599 ("the Project"), (Exhibit 1, hereto, and by reference made a part of this Agreement);

WHEREAS, the County adopted, on July 29, 2003, its Resolution No. 2003-101, "A Resolution Authorizing and Supporting an Infrastructure Capital Improvements Plan for Santa Fe County," which authorized funding for Fiscal Year 2004 in the amount of \$222,500 for the Project;

WHEREAS, the County Open Land and Trails Planning and Advisory Committee (hereinafter referred to as "COLTPAC"), on February 5, 2004, reviewed and recommended approval of the aforementioned expenditures for the Project; and

WHEREAS, the Santa Fe River Trail Corridor Project from Camino Alire to State Highway 599 is viewed as a joint County and City project. Due to the unique nature and geographic linking of both County and City jurisdictions along the Project length, the Santa Fe River Trail Project will be developed in coordination and consultation between the County and City in order to ensure that a continuous facility is created with uniform design and functionality that serves both County and City residents.

NOW, THEREFORE, it is agreed by the County and City as follows:

**1. SCOPE OF AGREEMENT**

A. The City shall perform the following services:

1. Perform all necessary procurement, project management, contract administration and oversight for the planning, design, land acquisition and construction of the Santa Fe River Trail; within the established amounts as set forth in the RPA and County Resolutions referenced herein.

2. Consult with the County and jointly plan all Project activities that connect with and/or impact existing or planned County open space, trails, park or other facilities.
3. Provide the County a Project report upon completion of the Project but prior to any final payment on the Project.
4. Recognize the role of the County in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the City shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

- B. The County shall serve as a co-director and work in conjunction with the City on all aspects of Project development, activities, implementation and expenditures for the Santa Fe River Trail from Camino Alire to State Highway 599.
- C. The County and City shall develop a joint operations and maintenance agreement for all facilities prior to completion of the Project and/or individual segments of the Project.
- D. The City's obligation to the County shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the County), and determining the custodianship of records.

2. METHOD OF FUNDING

- A. The County shall compensate the City in the total amount of \$222,500 for professional services related to the planning, design, acquisition and construction of the Santa Fe River Trail from Camino Alire to State Highway 599, and the total compensation to be paid under this Memorandum of Agreement shall not exceed \$222,500.
- B. If the above-designated compensation is not sufficient to fully fund the Project, the City and the County shall determine each entity's proportionate share necessary for completion. (See Ordinance 2002-5, Section 5(D)).
- C. All payments under this Agreement shall be on a cost reimbursement basis. Prior to cost reimbursement, the City shall submit to the County a fund requisition with documentation in support of each budgetary category. Such documentation shall include the original or certified copy of invoices, vouchers, statements, etc. All costs chargeable to the County must be in accordance with budgetary and other restrictions of expenses established by this Agreement. Funds for reimbursement can be disbursed on any Friday of each month during the Agreement period. In order for the County to meet this deadline, the City is required to submit its request for reimbursement by Tuesday 5:00 p.m., in order to receive payment by the following Friday.

3. **EFFECTIVE DATE AND TERM**

This Memorandum of Agreement shall become effective on the last date of signatory and shall terminate on June 30, 2003, unless terminated pursuant to Article 4. This Agreement may be extended in writing by mutual agreement of both parties.

4. **TERMINATION**

Termination of Agreement for Cause. If the parties fail to fulfill in a timely and proper manner their obligations under this Agreement, or if the parties violate any of the covenants, agreements, or stipulations of this Agreement, the parties shall thereupon have the right to suspend or terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof. Notwithstanding the above, the parties shall not be relieved of liability to the other party for damages sustained because of any breach of the Agreement.

5. **THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the County and City. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

6. **ASSIGNMENT**

Neither the City of the County shall assign or 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. **APPROPRIATIONS**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the parties for the performance of this Agreement. If sufficient appropriations and authorizations are not granted, this Agreement shall terminate upon written notice. The decision as to whether sufficient appropriations and authorizations are available shall be accepted by the parties and shall be final.

8. **AMENDMENT**

This Memorandum of Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

9. **RESPONSIBILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. The Agreement is subject to the immunities and liabilities of the New Mexico Tort Claims Act.

**10. CONFLICT OF INTEREST**

- A. Interest of Members of the City: No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out any of the provisions of this Agreement, or any other person who exercises any functions or responsibilities in connection with any of the provisions of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement.
- B. Interest of County and Employees: The County shall not allow any person who presently exercises any functions or responsibilities in connection with the provisions of this Agreement, to have personal financial interests, direct or indirect in this Agreement. The County further shall not allow in the performance of this Agreement any person having any conflicting interest to be employed by the County. Any interest on the part of the County or its employees must be disclosed to the City. Provided, however that this Article shall be interpreted in such a manner so as not to unreasonably impede the requirement that maximum opportunity for employment of area residents and resident participation shall be of primary concern to the County.

**11. DISPUTE RESOLUTION**

In the event of any dispute between the parties regarding the enforcement, effect, or interpretation of this Agreement, the parties shall first resort to mediation before a neutral mediator, mutually agreed to by the parties.

**12. PROHIBITED ACTIVITY**

The City is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, or political patronage.

**13. SCOPE OF AGREEMENT**

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

**14. APPLICABLE LAW**

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

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the first date written above.

SANTA FE COUNTY:

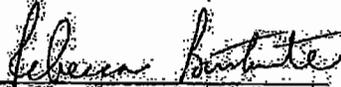
CITY OF SANTA FE:

  
Paul D. Campos, Chairman  
Board of County Commissioners

  
Larry A. Delgado, Mayor

ATTEST:

ATTEST:

  
Rebecca Bustamante,  
Santa Fe County Clerk

  
Yolanda V. Vigil,  
Santa Fe City Clerk  
COH. 8/25/04

APPROVED AS TO FORM:

APPROVED AS TO FORM:

  
Stephen C. Ross,  
Santa Fe County Attorney

  
Bruce Thompson,  
Santa Fe City Attorney

FINANCE DEPARTMENT:

FINANCE DEPARTMENT:

  
Susan Lucero,  
Santa Fe County Finance Director

  
Kathryn L. Raveling,  
Santa Fe City Finance Director

EXHIBIT 1

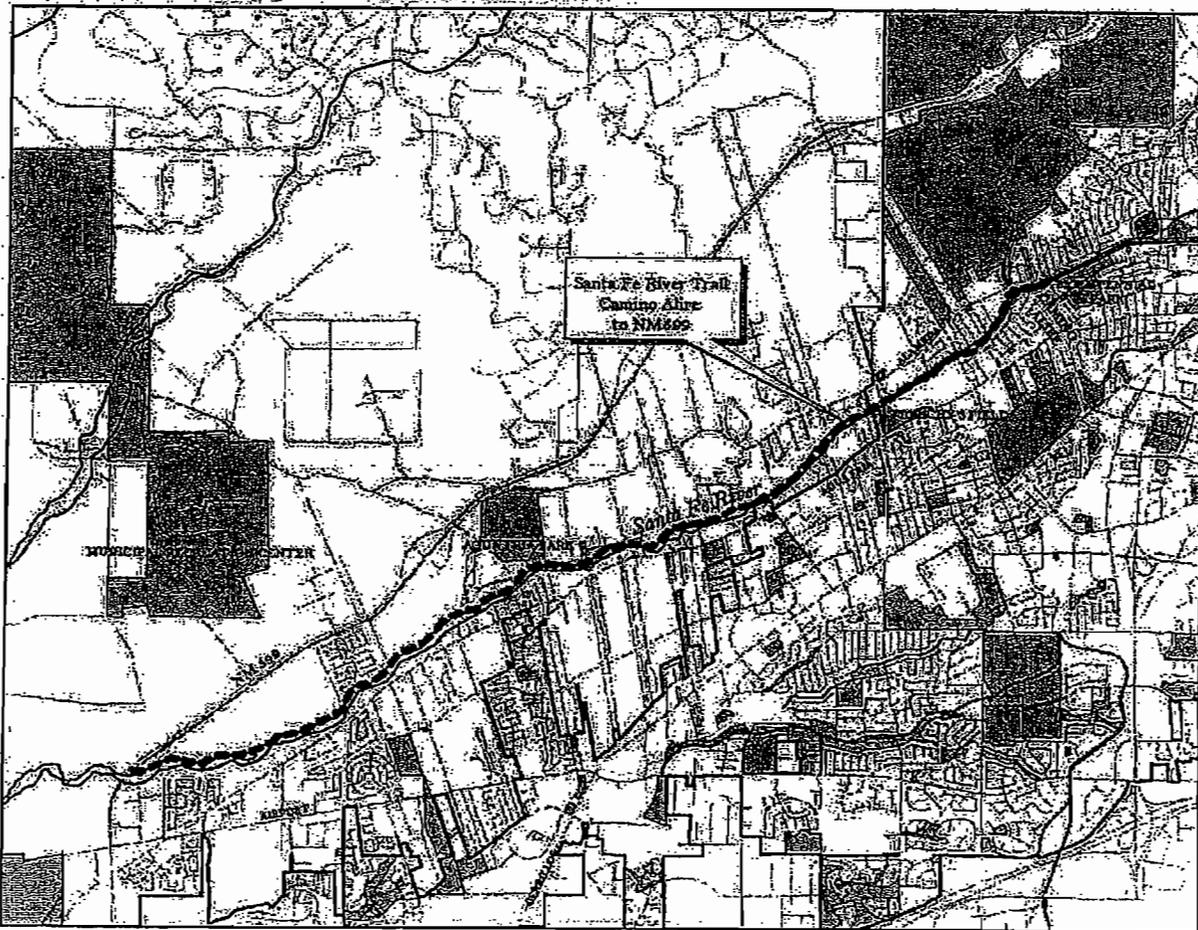
PROJECT DESCRIPTION

**Santa Fe River Trail Project Description**

The Santa Fe River Trail is currently being developed as a continuous corridor on both sides of the River, including the riverbed, between Camino Alire in the City to the point where the river passes under NM 599. The GRT funding for 2004 will be applied towards open space and easement acquisition, planning and design of the River Trail from Camino Alire to NM599.

This trail is considered one of three primary urban trail spines (the others are the Rail Trail and Arroyo Chamois Trail) that serve the Santa Fe Metropolitan Area. The trail will provide open space corridors and recreational amenity to local residents and visitors through a connecting trail and a series of parks, as well as multi-modal transportation opportunity through pedestrian/biking interfaces. The Santa Fe River is also considered to be one of the most historically, culturally and environmentally significant natural features to the region. It served as the El Camino Real trade route from Mexico and provided a critical water lifeline for the early settlers to the region. Although the river surface today is mostly waterless, it continues to tie today's Santa Fe to its rich and colorful past.

Figure 1: Map of River Trail Project Area





# City of Santa Fe, New Mexico

# memo

**DATE:** August 17, 2009

**TO:** Public Works, CIP and Land Use Committee

**VIA:** Robert Romero, Public Works Department Director   
Robert Siqueiros, Railyard Project Administrator  
Martin A. Valdez, Facilities Division Director 

**FROM:** Peter Greene, Special Projects Administrator 

**ISSUE:** Amendment No. 4 to Cooperative Project Agreement with NM  
Department of Transportation for the Santa Fe Railyard Bikeways and  
Walkways Project

**ISSUE:**

Request Approval of Amendment No. 4 with the New Mexico Department of Transportation for the Bikeways and Walkways Project at the Santa Fe Railyard Park. This Amendment obligates the Department of Transportation's High Priority Project (HPP) funding for 2009 as well as identifies the City's 20% match. The total funds added to the Cooperative Agreement for 2009 is \$374,608—the Department of Transportation's 80% share is \$299,686 while the City's 20% share is \$74,922. With this Amendment, the total project funding is increased to \$2,783,729.

**SCOPE OF WORK:**

The scope of services includes the development of all bikeways, walkways, and pedestrian-oriented improvements at the Santa Fe Railyard Park. The project began on May 15, 2007 and is currently substantially complete and in full operation.

**ACTION:**

Please recommend to the Finance Committee and the City Council the approval of this Amendment with the New Mexico Department of Transportation which is essential to the completion of the Santa Fe Railyard Park and Plaza project.

Attachment: 3 copies of Amendment No. 4, Amendments No. 1, 2, 3 and the original Cooperative Project Agreement

Contract Number	<u>D11507/4</u>
Vendor Number	<u>0000054360</u>
	<u>STP-7649(008)</u>
Project Number	<u>HPP-7649(009)</u>
Control Number	<u>L5055</u>

**FOURTH AMENDMENT TO  
COOPERATIVE PROJECT AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the New Mexico Department of Transportation, herein referred to as "Department," and the City of Santa Fe, herein referred to as "City."

**RECITALS**

**Whereas**, the Department and the City entered into a Cooperative Project Agreement on June 9, 2006, attached as Exhibit "A" and made part of this Amendment; and,

**Whereas**, the Department and the City entered into a First Amendment to Cooperative Project Agreement on July 11, 2007, attached as Exhibit "B" and made part of the Second Amendment; and,

**Whereas**, the Department and the City entered into a Second Amendment to Cooperative Project Agreement on January 23, 2008, attached as Exhibit "C" and made part of the Third Amendment; and,

**Whereas**, the Department and the City entered into a Third Amendment to Cooperative Project Agreement on February 19, 2009, attached as Exhibit "D" and made part of the Fourth Amendment; and,

**Whereas**, page 9, Section Eighteen, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

**Whereas**, It has become necessary to add FY 2009 Section 1702 HPP funding.

**Whereas**, the Department and the City agree that the original Cooperative Project Agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, the parties agree as follows:

1. Page 1, Section Two, delete in its entirety and insert the following:

1. The total funding for Project Control No. L5055, is Two Million Seven Hundred Eighty Three Thousand Seven Hundred Twenty Nine Dollars (\$2,783,729) to be funded in proportional share by the parties hereto as follows:

<b>A.</b>	<b><u>2005 Section 117 Surface Transportation Project (STP) Funds</u></b>	
	<u>Department's 100% share</u>	\$983,928
	For bikeways and walkways at the Santa Fe Railyard.	
<b>B.</b>	<b><u>Total 2005 Section 117 Funding</u></b>	<b><u>\$983,928</u></b>
<b>C.</b>	<b><u>2005 Section 1702 High Priority Project (HPP) Funds</u></b>	
	<u>Department's 80% share</u>	\$273,751
	For bikeways and walkways at the Santa Fe Railyard.	
<b>D.</b>	<u>City's 20% Share</u>	\$68,438
	For the purpose stated above	
<b>E.</b>	<b><u>Total 2005 Section 1702 Funding</u></b>	<b><u>\$342,189</u></b>
<b>F.</b>	<b><u>2006 Section 1702 High Priority (HPP) Funds</u></b>	
	<u>Departments 80% share</u>	\$275,768
	For bikeways and walkways at the Santa Fe Railyard.	
<b>G.</b>	<u>City's 20% share</u>	\$68,942
	For the purpose stated above	
<b>H.</b>	<b><u>Total 2006 Section 1702 Funding</u></b>	<b><u>\$344,710</u></b>
<b>I.</b>	<b><u>2007 Section 1702 High Priority Project (HPP) Funds</u></b>	
	<u>Department's 80% share</u>	\$294,792
	For bikeways and walkways at the Santa Fe Railyard.	
<b>J.</b>	<u>City's 20% share</u>	\$73,698
	For the purpose stated above	
<b>K.</b>	<b><u>Total 2007 Section 1702 Funding</u></b>	<b><u>\$368,490</u></b>

<b>L.</b>	<b><u>2008 Section 1702 High Priority Project (HPP) Funds</u></b>	
	<u>Department's 80% share</u>	\$295,843
	For bikeways and walkways at the Santa Fe Railyard.	
<b>M.</b>	<u>Citys 20% share</u>	\$73,961
	For the purpose stated above	
<b>N.</b>	<b><u>Total 2008 Section 1702 Funding</u></b>	<b><u>\$369,804</u></b>
<b>O.</b>	<b><u>2009 Section 1702 High Priority Project (HPP) Funds</u></b>	
	<u>Department's 80% share</u>	\$299,686
	For bikeways and walkways at the Santa Fe Railyard.	
<b>P.</b>	<u>City's 20%a share</u>	\$74,922
	For the purpose stated above	
<b>Q.</b>	<b><u>Total 2009 Section 1702 Funding</u></b>	<b><u>\$374,608</u></b>
<b>R</b>	<b><u>The Total Project Funding</u></b>	<b><u>\$2,783,729</u></b>

2. The City shall pay all Project costs that exceed the total funding amount.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this Fourth Amendment.

In witness whereof, the parties have set their hands and seals this day and year set forth below.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Deputy Secretary

Date: \_\_\_\_\_

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE  
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Javier Lopez  
Assistant General Counsel

Date: 8-6-09

**CITY OF SANTA FE**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST**

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM BY THE CITY ATTORNEY**

By: [Signature]  
City Attorney

Date: 8/17/09



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

- |                                 |                          |                             |                          |
|---------------------------------|--------------------------|-----------------------------|--------------------------|
| 1 <b>FOR: ORIGINAL CONTRACT</b> | <input type="checkbox"/> | CONTRACT AGREEMENT          | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT           | <input type="checkbox"/> | LICENSE AGREEMENT           | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT        | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT         | <input type="checkbox"/> | JOINT POWERS AGREEMENTS     | <input type="checkbox"/> |
| GRANT AGREEMENTS                | <input type="checkbox"/> | CHANGE ORDERS               | <input type="checkbox"/> |

2 Name of Contractor New Mexico Department of Transportation

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$983,928.00

Termination Date: September 30, 2010

Approved by Council Date: June 5, 2006

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Cooperative Project Agreement with NM Department of Transportation for the development of bikeways and walkways at the Santa Fe Railyard.

Amendment # 4 to the Original Contract# NMDOT D11507

Increase/(Decrease) Amount \$ 374,608

Extend Termination Date to: no change (9/30/10)

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: pending

**Amendment is for:** 2009 Section 1702 Funding

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ 983,928.00 of original Contract# D11507 Termination Date: 09/30/2010

Reason: Development of bikeways and walkways at SF Railyard Park

Amount \$ 844,311.00 amendment # 1 Termination Date: 09/30/2010

Reason: 2005--2007 Section 1702 funding

Amount \$ 211,078.00 amendment # 2 Termination Date: 09/30/2010

Reason: Addition of City 20% match to Agreement for 2005-2007

Amount \$ 369,804.00 amendment # 3 Termination Date: 09/30/2010

Reason: 2008 Section 1702 funding plus City match

Total of Original Contract plus all amendments: \$ 952,810.89



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

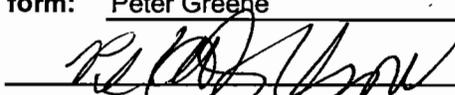
RFP  RFQ  Sole Source  Other

6 Procurement History: \_\_\_\_\_  
example: (First year of 4 year contract)

7 Funding Source: \_\_\_\_\_ BU/Line Item: \_\_\_\_\_

8 Any out-of-the ordinary or unusual issues or concerns:  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Peter Greene Phone # 955-6936

Division Contract Administrator: 

Division Director: \_\_\_\_\_

Department Director: \_\_\_\_\_

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: Contract already established

12 Prior year's contract amount?: NA

13 Describe service impact from an ongoing commitment to the contractor: warranty period

14 Why staff cannot perform the work?: it would void warranty

15 If extending contract, why?: \_\_\_\_\_

16 Was a Santa Fe company awarded contract? If not, why?: \_\_\_\_\_

17 Has the contract has been approved as to form by City Attorney's Office?: yes

18 Is this for City Manager or Council approval?: Council

To be recorded by City Clerk:  
Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_