

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2013-81**

**INTRODUCED BY:**

Mayor Coss  
Councilor Dominguez  
Councilor Rivera  
Councilor Bushee

**A RESOLUTION**

**AMENDING THE AMOUNT OF DESIGNATED IMPACT FEE CAPITAL IMPROVEMENTS PLAN (IFCIP) FUNDING FOR THE DESIGN AND CONSTRUCTION OF THE HERRERA DRIVE EXTENSION ROADWAY IMPROVEMENTS AND PASEO DEL SOL EXTENSION ROADWAY IMPROVEMENTS; AUTHORIZING THE EXPENDITURE OF SUCH FUNDING FOR THE ROADWAY IMPROVEMENTS; AND AUTHORIZING THE CITY OF SANTA FE TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH THE BOARD OF EDUCATION OF THE SANTA FE PUBLIC SCHOOL DISTRICT (SFPS) SO THAT SFPS WILL BE THE DESIGNATED FISCAL AGENT FOR THE ROAD IMPROVEMENT PROJECTS.**

WHEREAS, on December 12, 2012, the Governing Body adopted Resolution No. 2012-95 for the purpose of amending Table 22, page 23, *“Impact Fee Capital Improvements Plan and Land Use Assumptions, 2007-2012 for Roads, Parks, Fire and Police”* (IFCIP) to include the following improvements and making such improvements eligible to receive impact fee funding for their construction:

<u>Project Name</u>	<u>Location</u>	<u>Cost Estimate</u>
Herrera Drive Extension	West to Paseo del Sol	\$ 1,000,000
Paseo del Sol Extension	South to Herrera Drive	\$ 350,000

WHEREAS, SFPS and the City have determined that the most efficient method of constructing the road extensions is for SFPS to design and construct the improvements at the same time that the Southside elementary school adjacent to the Herrera Drive and Paseo Drive del Sol improvements are being constructed by using the same design engineer and contractor that is being used for the school; and

WHEREAS, the City will use IFCIP funds to reimburse SFPS for the design and construction of the road extension based on the actual design and construction costs incurred, up to \$779,500 for the Herrera Drive Extension and \$877,500 for the Paseo del Sol Extension; and

WHEREAS, in order to meet the projected costs for the design and construction of the road extensions, the approved IFCIP funding amount for the Herrera Drive and Paseo del Sol needs to be amended; and

WHEREAS, the City and SFPS desire to formalize a funding agreement for the design and construction of the road extensions by entering into a Memorandum of Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Table 22, page 23, *“Impact Fees Capital Improvements Plan and Land Use Assumptions, 2007-2012 for Roads, Parks, Fire and Police”* (I.F.C.I.P.) is amended to change the impact fee funding amounts designated for the design and construction of the Herrera/Paseo Project in the following manner.

<u>Project Name</u>	<u>Location</u>	<u>Cost Estimate</u>
Herrera Drive Extension	West to Paseo del Sol	\$779,500
Paseo del Sol Extension	South to Herrera Drive	\$877,500

BE IT FURTHER RESOLVED that the Governing Body hereby:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

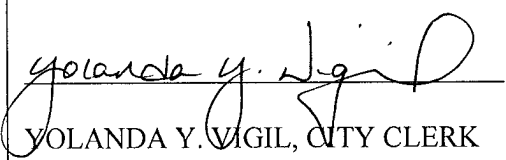
- 1. Authorizes the expenditure of such funding for the design and construction of the Herrera/Paseo Project; and
- 2. Approves a Memorandum of Agreement, attached hereto as Exhibit "A", between the City of Santa Fe and SFPS so that SFPS will be the designated fiscal agent for the Herrera/Paseo Project.

PASSED, APPROVED, AND ADOPTED this 27<sup>th</sup> day of August, 2013.

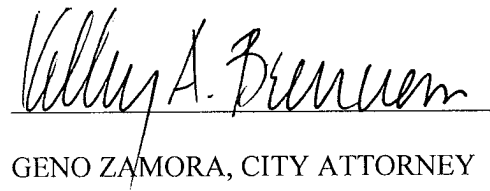


DAVID COSS, MAYOR

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
GENO ZAMORA, CITY ATTORNEY

ITEM # 13-0874  
13-14-SD-224-MOA

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SANTA FE PUBLIC SCHOOL DISTRICT AND THE CITY OF SANTA FE  
FOR FUNDING OF ROADWAY IMPROVEMENTS FOR THE HERRERA DRIVE  
EXTENSION ROADWAY IMPROVEMENTS PROJECT AND THE PASEO DEL SOL  
EXTENSION ROADWAY IMPROVEMENTS PROJECT  
(HEREINAFTER "HERRERA DRIVE/PASEO DEL SOL PROJECT")**

This Memorandum of Agreement (MOA) is entered into on this 27th day of August 2013, by and between the City of Santa Fe (City) and the Board of Education of the Santa Fe Public Schools (SFPS).

**RECITALS:**

**WHEREAS**, on August 27, 2013, by Resolution 2013-81, the City Council amended the City of Santa Fe "Impact Fees Capital Improvement Plan and Land Use Assumptions, 2007-2012, for Roads, Parks, Fire and Police" (IFCIP) to change the designated funding amounts for the Herrera Drive/Paseo del Sol Project as follows:

Herrera Drive Extension	West to Paseo del Sol	\$779,500
Paseo del Sol Extension	South to Herrera Drive	\$877,500

**WHEREAS**, Resolution 2013-81 authorized the expenditure of such funding for the design and construction of the Herrera Drive/Paseo del Sol Project; and

**WHEREAS**, the Santa Fe Public Schools (SFPS) and the City have determined that the most efficient method of constructing the Herrera Drive/Paseo del Sol Project is for SFPS to design and construct the roadway improvements at the same time that the Southside Elementary School adjacent to the Herrera Drive/Paseo del Sol Project is constructed, using the same design engineer and contractor; and

**WHEREAS**, the City will utilize City roadway impact fee funds to reimburse SFPS for the design and construction of the Herrera Drive/Paseo del Sol Project based on the actual design and construction costs incurred up to \$779,500 for the Herrera Drive Extension and \$877,500 for the Paseo del Sol Extension; and

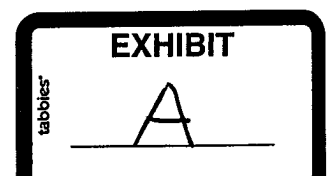
**WHEREAS**, SFPS and the City desire to formalize the funding agreement for the design and construction of the Herrera Drive Extension roadway improvements.

**WITNESSETH:**

**NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

**1. SCOPE**

- A. SFPS shall act as fiscal agent for the Herrera Drive/Paseo del Sol Project and shall ensure that the design and construction work is performed in accordance with the SFPS and City design standards, specifications and all contracts entered into between SFPS and its construction/design contractor(s).



- B. SFPS shall provide to the City for its review and approval prior to the City's acceptance, a construction take-off based on the approved engineering drawings of the Herrera Drive/Paseo del Sol Project indicating the extent of the construction work to be funded by the City; any bids for the construction (except for bids completed and contracts awarded prior to the execution of this MOA); any changes in the scope of the project or work, including but not limited to, changes in location design and other specifications; pay requests/invoices from any contractor. This right of review shall be concluded so as not to prevent SFPS from meeting the deadlines for its payment of obligation under Section 13-1-158 NMSA 1978, as amended, or the completion of the project within any time lines imposed by federal or state funds applied to the project.
- C. SFPS, as fiscal agent under this MOA, shall be responsible for making periodic payments to its contractor(s) and shall submit periodic monthly payment release requests to the City on standard American Institute of Architects (AIA) forms including related test results until paid in full.

## 2. COMPENSATION

- A. The City shall pay SFPS for actual costs incurred to complete the SCOPE set forth herein to design and construct the Herrera Drive/Paseo del Sol Project in an amount not to exceed seven hundred seventy-nine thousand, five hundred dollars (\$779,500) which includes applicable gross receipts taxes for the Herrera Drive Extension and eight hundred seventy-seven thousand, five hundred dollars (\$877,500) which includes applicable gross receipts taxes for the Paseo del Sol Extension.
  - B. SFPS shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.
  - C. Periodic payments shall be made by the City to SFPS upon receipt, approval and acceptance by the City of payment release requests from SFPS detailing design and construction services completed by the SFPS' contractor(s). Compensation shall be paid only for services actually performed and accepted by the City.
3. **TERM.** The term of this Agreement shall be from the date of the last signature below and expire upon completion of the construction of the project.
4. **TERMINATION.** This MOA may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the 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.
5. **SUFFICIENT APPROPRIATIONS.** If sufficient appropriations and authorization are not made by the governing bodies of either party, this Agreement shall terminate immediately upon written notice from the affected party to the other.
6. **LIABILITY.** Each party shall be solely responsible for the acts or omissions of its officers, employees, agents and contractors in the performance of this Agreement and for fiscal and/or other

sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act.

- 7. **AMENDMENT.** This MOA shall not be altered, amended or changed except by written instrument signed by both parties.
- 8. **NOTICES.** Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U. S. Postal Service.

CITY: Brian Snyder, City Manager  
City of Santa Fe  
P. O. Box 909  
Santa Fe, New Mexico 87504-0909

SFPS: Joel Boyd, Superintendent  
Santa Fe Public Schools  
610 Alta Vista Street  
Santa Fe, New Mexico 87501

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE

SANTA FE PUBLIC SCHOOLS

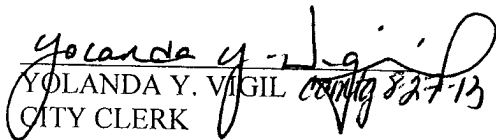
  
DAVID COSS, MAYOR

  
JOEL BOYD, SUPERINTENDENT

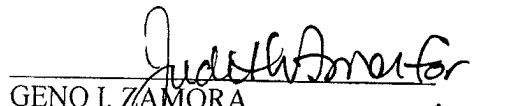
DATE: 9-4-13

DATE: 9/12/13

ATTEST:

  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

  
GENO I. ZAMORA  
CITY ATTORNEY

8/28/13

APPROVED:



MARCOS A. TAPIA  
FINANCE DEPARTMENT DIRECTOR

22784