

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

To: Board of County Commissioners
From: Gregory S. Shaffer, County Attorney
Via: Katherine Miller, County Manager
Date: February 17, 2015

Re: **Request Authorization to Publish Title and General Summary of Ordinance No. 2015-__**, An Ordinance Adopting a County Hold Harmless Gross Receipts Tax

Issue. At the February 10, 2015, Study Session of the Board of County Commissioners (BCC), individual commissioners expressed interest in considering an ordinance enacting a 1/8th of one percent increment of the County Hold Harmless Gross Receipts Tax (Hold Harmless GRT).

Background. At the Study Session, the BCC discussed funding alternatives for capital, maintenance, and operational needs related to County roads, buildings, and other infrastructure. Enacting an increment of the Hold Harmless GRT was a funding option discussed.

By way of general background, the Hold Harmless GRT:

- Is not subject to negative or positive referendum;
- May be used for any County purpose, though the adoption ordinance may dedicate revenue to specific purposes; and
- May be enacted in increments of 1/8th of one percent, not to exceed 3/8th of one percent.

Summary of Proposed Ordinance. The proposed ordinance would impose on any person engaging in business in Santa Fe County an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act, as it now exists or as it may be amended. This amounts to \$0.13 on a \$100 purchase.

The proposed ordinance would dedicate Hold Harmless GRT revenue to:

- A. Capital and maintenance expenditures for facilities and infrastructure wholly or partially owned by Santa Fe County, including, but not limited to, roads, buildings, and water and wastewater systems as well as the acquisition of real property and water rights for such facilities and infrastructure; and
- B. The payment of the principal, interest on and other costs, including costs of issuance, related to revenue bonds issued for any of the purposes specified in Paragraph A.

The Hold Harmless GRT would be effective either January 1 or July 1, whichever date occurs first after the expiration of three months from the date the proposed ordinance is adopted and submitted to the Taxation and Revenue Department (TRD). Consequently, for the Hold Harmless GRT to be effective on July 1, 2015, the BCC would have to adopt the ordinance and submit it to TRD on or before March 31, 2015.

Recommendation. If the BCC wants to further consider enactment of the Hold Harmless GRT at this time, authorize publication of the title and general summary of the proposed ordinance, specifying the number and dates of public hearings.

SANTA FE COUNTY

ORDINANCE NO. 2015-_____

AN ORDINANCE

ADOPTING A COUNTY HOLD HARMLESS GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF SANTA FE COUNTY:

Section 1. Imposition of Tax. There is imposed on any person engaging in business in Santa Fe County, for the privilege of engaging in business in Santa Fe County, an excise tax equal to one-eighth of one percent (.125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the County Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "county hold harmless gross receipts tax."

Section 2. General Provisions. This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended.

Section 3. Specific Exemptions. No county hold harmless gross receipts tax shall be imposed on the gross receipts arising from:

- A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the county to another point outside the county;
- B. direct broadcast satellite services.

Section 4. Dedication. Revenue from the county hold harmless gross receipts tax will be used for one or more of the purposes listed below:

- A. Capital and maintenance expenditures for facilities and infrastructure wholly or partially owned by Santa Fe County, including, but not limited to, roads, buildings, and water and wastewater systems as well as the acquisition of real property and water rights for such facilities and infrastructure; and
- B. The payment of the principal, interest on and other costs, including costs of issuance, related to revenue bonds issued for any of the purposes specified in Paragraph A of this Section.

Section 5. Effective Date. The effective date of the county hold harmless gross receipts tax shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF SANTA FE COUNTY THIS _____ DAY OF MARCH, 2015.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Robert A. Anaya, Chairperson

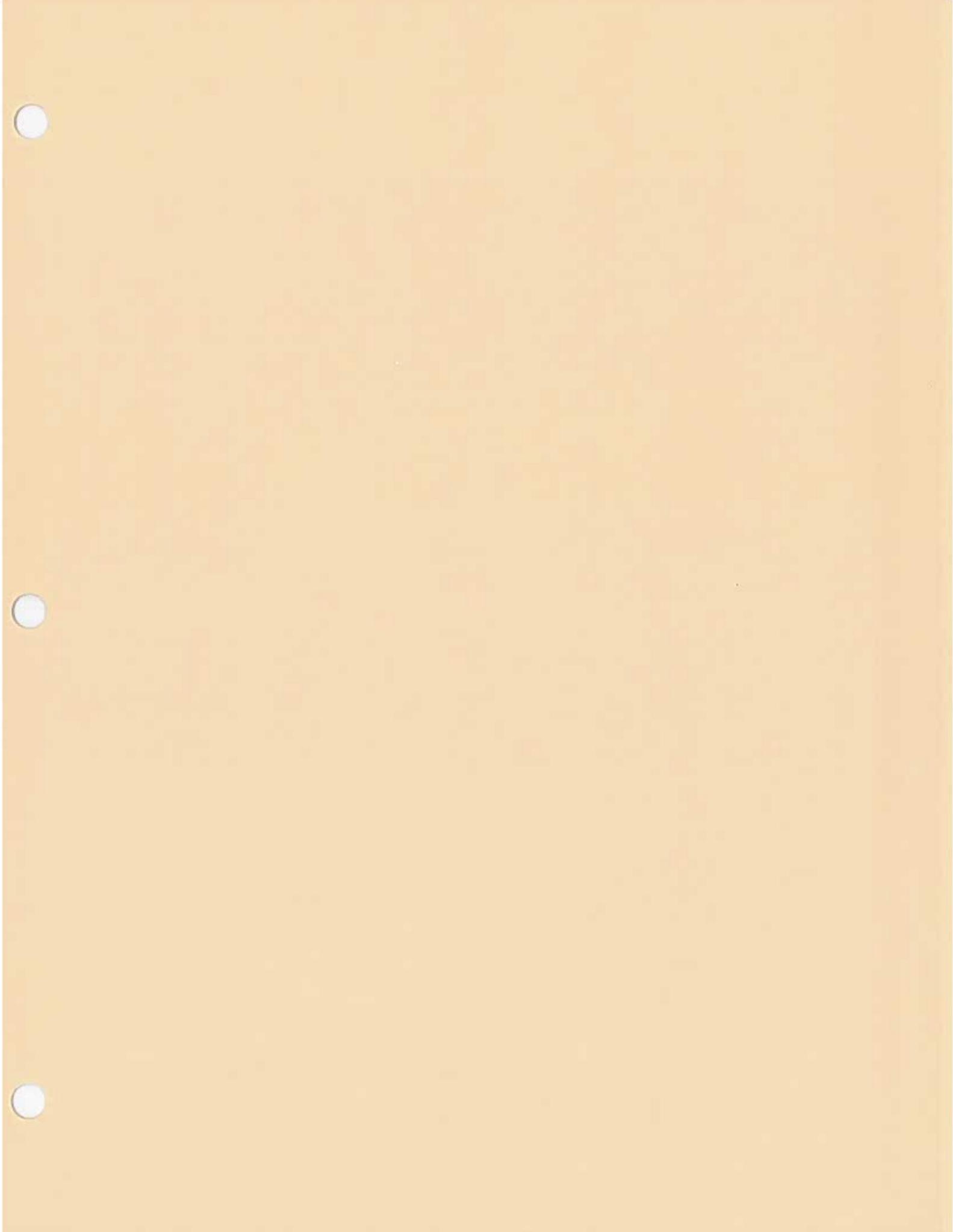
ATTEST:

Geraldine Salazar, County Clerk

Approved as to Form:

Gregory S. Shaffer, County Attorney

2-17-15 DRAFT



Henry Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *February 9, 2015*

TO: *Board of County Commissioners*

FROM: *Adam Leigland, Public Works Department Director*

VIA: *Katherine Miller, County Manager* 

ITEM AND ISSUE: *BCC Meeting February 24, 2015*

Request Authorization to Publish Title and General Summary of an Ordinance Establishing Weight Limits on Various County Maintained Roads (Robert Martinez/Public-Works)

SUMMARY:

The purpose of this ordinance is to restrict heavy vehicle traffic that exceeds the allowable weight the asphalt pavement of the road will support by imposing a maximum weight limitation on certain County maintained roads.

DISCUSSION:

The Public Works Department frequently receives complaints from the public regarding commercial heavy vehicle traffic in their neighborhoods. In order to uniformly impose heavy vehicle traffic restrictions, staff developed policies and procedures for proposing weight limits on asphalt paved County roads. On October 14, 2014, the BCC adopted Resolution 2014-114 "A Resolution adopting policies and procedures for proposing weight limits on asphalt paved roads maintained by Santa Fe County".

As per the adopted policies and procedures, staff conducted assessments on County Road 33-Old Lamy Trail, County Road 62-Caja del Oro Grant Road, Caja del Rio Road and County Road 45-Bonanza Creek Road. The results are as follows:

- **County Road 33-Old Lamy Trail**, which extends from US 285 into the community of Lamy, is an access road to a historic residential area and a rail road station for Santa Fe Southern Railway and Amtrak. The structural number for said paved road, which accounts for a 2% growth, meets the existing traffic conditions, but heavy truck traffic that exceeds the current conditions will cause said road to fail prematurely. A **5-ton weight limit per axle** is required for this road.

- **County Road 62-Caja del Oro Grant Road**, which extends from Agua Fria Road to NM 599 Frontage Road, provides access to NM 599 and neighborhoods north of NM 599. The structural number for said paved road, which accounts for a 2% growth, does not meet the existing traffic conditions and will cause said road to fail prematurely. A **5-ton weight limit per axle** is required for this road.
- **Caja del Rio Road**, which extends from the NM 599 Frontage Road to Las Campanas Drive, provides access to the Municipal Recreation Complex, Marty Sanchez Golf Course, Santa Fe Animal Shelter, and Caja del Rio Landfill. The structural number for said paved road, which accounts for a 2% growth, meets the existing traffic conditions. As per the Settlement and Road Improvement Agreements between the County, King Brothers Ranch, Western Mobile Incorporated, Richard Cook and Las Campanas Limited Partnership, dated October 6, 1997, which acquired the right-of-way for said road, a 10,000 pound weight limit shall be posted on said road north of the landfill access road (Wildlife Way). A **5-ton weight limit** is required for this road.
- **County Road 45 –Bonanza Creek Road**, which extends from NM 14 to the I-25 Frontage Road, provides access to various communities east of NM 14. The structural number for said paved road, which accounts for a 2% growth, meets the existing traffic conditions, but heavy truck traffic that exceeds the current conditions will cause said road to fail prematurely. A **5-ton weight limit per axle** is required for this road.

Exceptions. The weight limits would not apply to emergency vehicles, road machinery engaged in highway construction or maintenance or to implements of husbandry, including farm tractors, temporarily moved upon a highway, to vehicles making pick-ups or deliveries to or providing services to addresses on effected roads or addresses on adjacent roads served only by that road, including, but not limited to, solid waste removal services, utility vehicles performing work on utilities located along effected roads or adjacent roads served only by that road, or to a vehicle operated under the terms of a temporary, excessive weight permit issued in accordance with the ordinance.

Temporary, excessive weight permits are option. The ordinance provides the Public Works Department to issue temporary, excessive weight permits.

Penalties. The ordinance would impose a fine of \$300 for violations.

ACTION REQUESTED:

Public Works requests authorization to publish title and general summary of an ordinance establishing weight limits on various county maintained roads.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

ORDINANCE NO. 2015-__

AN ORDINANCE
ESTABLISHING WEIGHT LIMITS ON VARIOUS COUNTY MAINTAINED ROADS

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF
SANTA FE COUNTY:

1. **SHORT TITLE.** This Ordinance shall be cited as the "County Road Weight Limit Ordinance" and shall be referred to herein as the "the Ordinance" or "this Ordinance."

2. **AUTHORITY.** This Ordinance is enacted pursuant to NMSA 1978, § 3-49-1, § 4-37-1, § 4-37-3, and § 66-7-415, and the Weight Limit Policy.

3. **DEFINITIONS.**

A. "Emergency vehicle" means any fire department vehicle or apparatus, police vehicle or apparatus, ambulance, and any other emergency vehicles or apparatus operated by the State of New Mexico, a municipality or county, or a public utility.

B. "Board" means the Board of County Commissioners of the County.

C. "County" means Santa Fe County.

D. "Combination" means any connected assemblage of a motor vehicle and one or more semitrailers, trailers or semitrailers converted to trailers by means of a converter gear.

E. "Gross combination vehicle weight" means the total of the gross vehicle weights of all units of a combination.

F. "Gross vehicle weight" means the weight of a loaded vehicle.

G. "Implement of husbandry" means every vehicle that is designed for agricultural purposes and exclusively used by the owner in the conduct of agricultural operations.

H. "Motor vehicle" means every vehicle that is self-propelled and every vehicle that is propelled by electric power obtained from batteries or from overhead trolley wires, but not operated upon rails.

I. "Permitting officials" means the Public Works Department Director or staff designated by him in writing as having the authority to issue temporary, excessive weight permits.

J. "School bus" means a commercial motor vehicle used to transport preprimary, primary or secondary school students from home to school, from school to home or to and from school-sponsored events, but not including a vehicle:

(1) operated by a common carrier, subject to and meeting all requirements of the public regulation commission but not used exclusively for the transportation of students;

(2) operated solely by a government-owned transit authority, if the transit authority meets all safety requirements of the public regulation commission but is not used exclusively for the transportation of students; or

(3) operated as a per capita feeder as defined in Section 22-16-6 NMSA 1978.

K. "Semitrailer" means a vehicle without motive power, other than a pole trailer, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some significant part of its weight and that of its load rests upon or is carried by another vehicle.

L. "Ton" means 2,000 pounds.

M. "Trailer" means any vehicle without motive power, designed for carrying persons or property and for being drawn by a motor vehicle, and so constructed that no significant part of its weight rests upon the towing vehicle.

N. "Truck" means every motor vehicle designed, used or maintained primarily for the transportation of property. LO. "Truck tractor" means every motor vehicle designed and used primarily for drawing other vehicles and constructed to carry a part of the weight of the vehicle and load drawn.

P. "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including any frame, chassis, body or unitized frame and body of any vehicle or motor vehicle, except devices moved exclusively by human power or used exclusively upon stationary rails or tracks.

O. "Weight Limit Policy" means the Policy adopted by Resolution No. 2014-114.

4. FINDINGS.

A. Roads paved with asphalt represent a significant investment by the County, since asphalt pavement is the most expensive road construction material.

B. Asphalt paved roads are engineered and constructed to withstand specific maximum weights and traffic volumes on a regular basis.

C. Pursuant to the Weight Limit Policy, the Public Works Department has assessed the roads identified in Section 5 of this Ordinance to determine if weight limits are advisable.

D. Based upon the Public Works Department's assessment, the Board has determined that the weight limits established in Section 5 should be imposed to protect the identified roads.

5. WEIGHT LIMITS ON DESIGNATED ROADS.

<u>Road or Portion of Road</u>	<u>Weight Limit</u>
County Road 33-Old Lamy Trail	Gross vehicle weight and gross combination vehicle weight shall not exceed five (5) tons per

	axle.
County Road 62-Caja del Oro Grant Road	Gross vehicle weight and gross combination vehicle weight shall not exceed five (5) tons per axle.
Caja del Rio Road North of the Entrance to the Caja del Rio Landfill to Las Campanas Drive	Gross vehicle weight and gross combination vehicle weight shall not exceed five (5) tons
County Road 45 –Bonanza Creek Road	Gross vehicle weight and gross combination vehicle weight shall not exceed five (5) tons per axle.

Gross vehicle weight and gross combination vehicle weight limits are determined by multiplying the number of axles times five (5) tons. For example, the gross combination vehicle weight limit for a combination truck tracker and trailer with a total of 4 axles would be 40,000 pounds.

6. **EXCEPTIONS.** The weight limits established in Section 5 of this Ordinance shall not apply to emergency vehicles, road machinery engaged in highway construction or maintenance or to implements of husbandry, including farm tractors, temporarily moved upon a highway, to vehicles making pick-ups or deliveries to or providing services to addresses on a road identified in Section 5 of this Ordinance or addresses on adjacent roads served only by that road, including, but not limited to, solid waste removal services, utility vehicles performing work on utilities located along the roads identified in Section 5 of this Ordinance or adjacent roads served only by that road, or to a vehicle operated under the terms of a temporary, excessive weight permit issued in accordance with this Ordinance.

7. **TEMPORARY, EXCESSIVE WEIGHT PERMITS.**

A. General Authority. Permitting officials may, in their discretion, upon application in writing and good cause being shown, issue a special permit in writing authorizing the applicant to operate or move a vehicle of a weight exceeding the maximum specified in Section 5 of this Ordinance.

B. Length of Permit; Conditions. Except for the movement of manufactured homes, a permit may be granted, in cases of emergency, for the transportation of loads on a certain unit or combination of equipment for a specified period of time not to exceed one year, and the permit shall contain the route to be traversed, the type of load to be transported and any other restrictions or conditions deemed necessary by permitting officials. In every other case, the permit shall be issued for a single trip and may designate the route to be traversed and contain any other restrictions or conditions deemed necessary by the permitting officials. Every permit shall be carried in the vehicle to which it refers and shall be opened for inspection to any peace officer. Violating a condition or term of a temporary, excessive weight permit issued pursuant to this section shall constitute a violation of this Ordinance and shall be subject to the penalties set forth in Section 9. In addition, violating a condition or term of a temporary, excessive weight permit issued pursuant to this section shall constitute grounds for revocation of the temporary, excessive weight permit.

C. General Standards and Conditions. Temporary, excessive weight permits will not be issued unless:

1. there is no reasonable way by reduction or division of the vehicle or equipment to meet the applicable weight limits;
2. the proposed excessive weight trips are not likely to damage the road(s) for which the permit is issued; and
3. the applicant has made satisfactory arrangements to indemnify the County for the cost of repairing any damage caused to the roads by the excessive weight trips.

D. Specific Conditions for the Removal of a Manufactured Home from a Property.

1. If a vehicle for which a permit is issued pursuant to this section is a manufactured home, permitting officials shall furnish the following information to the property tax division of the taxation and revenue department: the date the permit was issued, the location being moved from, the location being moved to, the name of the owner of the manufactured home, and the identification and registration numbers of the manufactured home.

2. A permit shall not be issued pursuant to this section until the owner of the manufactured home or the authorized agent of the owner obtains and presents to permitting officials proof that a certificate has been issued by the County Assessor or County Treasurer showing that either:

a. all property taxes due or to become due on the manufactured home for the current tax year or any past tax years have been paid, except for manufactured homes located on an Indian reservation; or

b. liability for property taxes on the manufactured home does not exist for the current tax year or a past tax year, except for manufactured homes located on an Indian reservation.

8. CONDITIONS PRECEDENT TO EFFECTIVENESS OF RESTRICTIONS.

The weight limit established in Section 5 of this Ordinance for a particular road shall not be effective until the Public Works Department:

A. erects or causes to be erected and maintained signs designating the weight limit and provisions of this Ordinance at each end of that portion of any street affected; and

B. gives notice and a copy of this Ordinance to the nearest officer or employee of the New Mexico Department of Public Safety, Motor Transportation Division authorized to issue special permits and the Santa Fe County Sheriff.

9. PENALTIES AND CITATIONS.

A. Violations of this Ordinance shall be punishable by a fine of three hundred dollars (\$300) per violation.

B. Prosecution of violations of this Ordinance may be commenced by the issuance of a citation charging the violation. Citations may be issued by the County Sheriff and Deputy County Sheriffs.

10. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days after it is recorded in the office of the County Clerk.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY THIS ___ DAY OF _____, 2015.

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

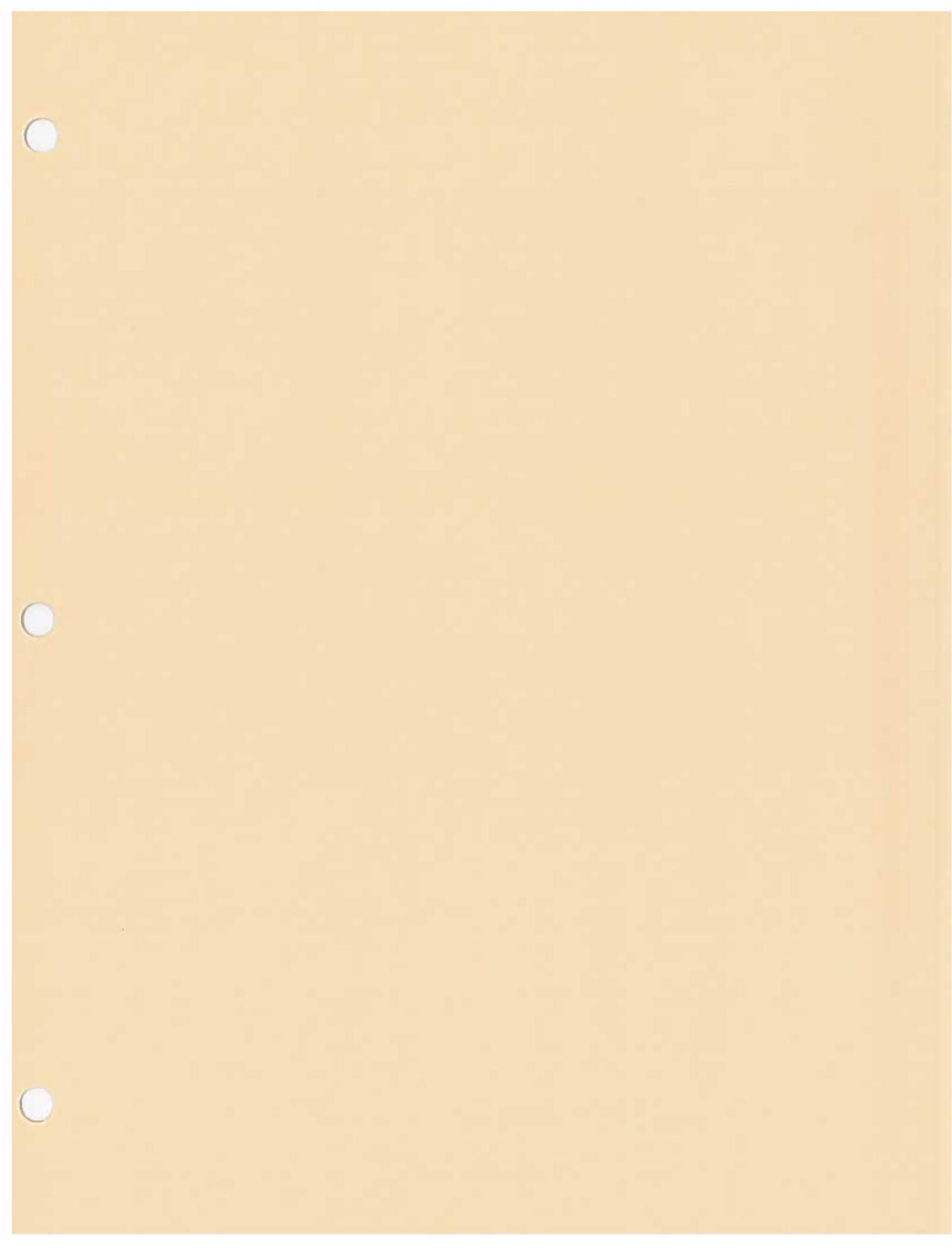
By: _____
Robert A. Anaya, Chair

ATTEST:

Geraldine Salazar
County Clerk
APPROVED AS TO FORM:

Gregory S. Shaffer
County Attorney

2.18.15 DRAFT



Henry P. Roybal
Commissioner, District 1

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Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

To: Board of County Commissioners
From: Adam Leigland, Public Works Department Director
Via: Katherine Miller, County Manager
Date: February 13, 2015

Re: **Request Authorization to Publish Title and General Summary of Ordinance No. 2015-__, An Ordinance Amending the Right of Way Use Ordinance, Ordinance No. 2003-1, as Amended by Ordinance No. 2009-5**

Issue. Among other things, Ordinance No. 2009-5 amended Section 10 of the Right of Way Use Ordinance to increase the fees charged for Right of Way Use permits. The proposed ordinance would undue this fee increase – which has never been implemented – so as to resolve pending litigation and allow the Board of County Commissioners (Board) to consider a possible fee increase and other possible amendments to the Right of Way Use Ordinance at a time of its own choosing.

Background. The increased fees enacted by Ordinance No. 2009-5 was challenged in District Court by the Public Service Company of New Mexico, New Mexico Gas Company, Comcast of California XIV, LLC, and Qwest Services Corporation.

Santa Fe County agreed to suspend collection of the increased fees enacted by Ordinance No. 2009-5. As a result and by stipulation of the parties, the litigation has never been resolved. The District Court has indicated, however, that the litigation cannot perpetually linger. And the utility companies are unwilling to dismiss the action so long as the increased fees remain on the books.

The proposed ordinance would undo the increased fees by reenacting the prior version of Section 10 enacted by Ordinance No. 2003-1. This would allow the lawsuit to be dismissed, thereby avoiding unnecessary litigation costs. The Board could then consider proposed fee increases (and other possible amendments to the Right of Way Use Ordinance) in the future at a time of its own choosing, without regard to Court deadlines.

Recommendation. Authorize publication of the title and general summary of the proposed ordinance.

SANTA FE COUNTY

ORDINANCE NO. 2015-_____

AN ORDINANCE

AMENDING THE RIGHT OF WAY USE ORDINANCE, ORDINANCE NO. 2003-1, AS
AMENDED BY ORDINANCE NO. 2009-5

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA
FE COUNTY:

Section 1. Section 10 of the Right of Way Use Ordinance, Ordinance No. 2003-1, as
amended by Ordinance No. 2009-5, is hereby amended to read as follows:

“A permit fee of seventy-five dollars (\$75.00) shall be charged and collected for
each proposed activity and for each permit issued up to 600 lineal feet. The
seventy-five dollar (\$75) fee collected shall be distributed as follows: Sixty seven
percent (67%) shall be designated to the County general fund and thirty three
percent (33%) shall be designated to a road maintenance fund for repair of
roadways. For permits in excess of 600 lineal feet, the fee will be prorated by
dividing the length by 600, then multiplying it by seventy-five dollars (\$75).
Except for the Public Works Department, which is not required to obtain a permit
for any of its projects, all other County departments shall be required to obtain a
permit.”

Section 2. Effective Date. This ordinance shall take effect thirty days after it is recorded
by the County Clerk, pursuant to NMSA 1978, § 4-37-9.

PASSED, APPROVED, AND ADOPTED BY THE GOVERNING BODY OF SANTA FE
COUNTY THIS _____ DAY OF MARCH, 2015.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Robert A. Anaya, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

Approved as to Form:

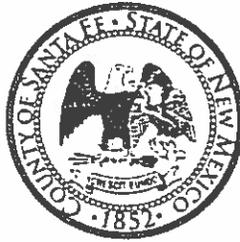
Gregory S. Shaffer, County Attorney



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Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

TO: Santa Fe County Board of County Commissioners

FROM: David Sperling, Fire Chief *DS*

THRU: Pablo Sedillo, Public Safety Director
Katherine Miller, County Manager *KM*

DATE: February 9, 2015

SUBJECT: Request Approval of a Memorandum of Understanding between Santa Fe County and State of New Mexico Department of Game and Fish for Development of an Off Highway Vehicle (OHV) Training Site.

ISSUE:

The Santa Fe County Fire Department requests Board of County Commission approval of a Memorandum of Understanding between Santa Fe County and State of New Mexico Department of Game and Fish for the development of an Off Highway Vehicle (OHV) Training Course at the Santa Fe County Fire Department facility and property located at 5 Martin Road, Edgewood, New Mexico.

BACKGROUND:

Santa Fe County owns 20 acres of real property located at 5 Martin Road in Edgewood. The property houses a classroom building utilized by the Fire Department for training purposes, Stanley Fire District Station 3, and several small storage facilities. The Fire Department wishes to develop an unused portion of the property as an OHV training site to assist and facilitate the Fire Department and other County agencies with certified training for OHV operators.

The State Department of Game and Fish receives dedicated funding under the Off-Highway Motor Vehicle Act Trail Safety Fund to develop OHV training sites and provide hands-on OHV safety training. The County Fire Department and Game and Fish agree that their common goal of providing an OHV training site in this area of Santa Fe County can best be met by a cooperative approach which involves the development and maintenance of such a site at 5 Martin Road. The development of this safety training site will provide a means to conduct safety training and

certification to County residents including minors, adults, Fire Department and Law Enforcement personnel, and other agency staff.

This MOU between the County and the Department provides for the funding to design, construct and maintain an OHV training site at 5 Martin Road that will be available to the County and the Department for OHV safety training.

RECOMMENDATION:

Recommend Board of County Commissioner approval of the MOU for an OHV Safety Training Site between Santa Fe County and State Department of Game and Fish. The MOU sets forth the duties of each party with respect to the County's development on County property of the OHV safety training site, and the funding and direction provided by the Department for the development and maintenance of the site to be located at 5 Martin Road, Edgewood.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA FE
AND
STATE OF NEW MEXICO DEPARTMENT OF GAME AND FISH
FOR AN OHV SAFETY TRAINING SITE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the State of New Mexico Department of Game and Fish (“Department”), an agency of the State of New Mexico, and Santa Fe County (“County”), a political subdivision of the State of New Mexico. The date of this MOU shall be the date when it is executed by the Department and the County, whichever occurs last.

WITNESSETH:

WHEREAS, the County owns approximately 20 acres of real property located at 5 Martin Road, in Edgewood, New Mexico, Santa Fe County, where certain County Fire Department training facilities and the Stanley Fire District are located; and

WHEREAS, the County plans to develop a vacant portion of the property at 5 Martin Road to be designated as a training site for the operation of off highway motor vehicles (“OHV”); and

WHEREAS, the County wishes to develop the OHV training site to assist and facilitate the Department with its certified safety training to OHV operators pursuant to the Off-Highway Motor Vehicle Act, §§ 66-3-1001 et seq., NMSA 1978; and

WHEREAS, the Department receives dedicated funding under the Off-Highway Motor Vehicle Act’s Trail Safety Fund to develop OHV safety training sites and provide hands-on OHV safety training; and

WHEREAS, the County and the Department agree that their common goal of providing an OHV safety training site in this area of Santa Fe County can be best met by a cooperative approach which involves the development and maintenance of such a training site at 5 Martin Road in Edgewood; and

WHEREAS, the County and Department agree that OHV operation can be a safe and enjoyable activity and the parties wish to provide a site for safety training and certification to Santa Fe County residents including minors, adults, Fire Department and law enforcement personnel and other agency staff; and

WHEREAS, the Department and the County are authorized to enter into this Agreement;
and

WHEREAS, this MOU between the County and the Department provides for the funding to design, construct and maintain an OHV safety training site at 5 Martin Road in Edgewood that will be available to the County and the Department for OHV safety training.

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

1. Purpose

The purpose of this MOU is to set forth the duties of the parties with respect to the County's development on County property of an OHV safety training site constructed to specifications provided by the Department. This MOU also provides for the funding by the Department on a reimbursement basis of the initial development and maintenance of the OHV safety training site.

2. Scope of Understanding and Responsibilities of the parties

A. The County shall:

- (1) Designate a vacant area of land at 5 Martin Road, Edgewood, NM, as depicted on Exhibit A attached hereto, for exclusive use by the County and the Department as an OHV safety training site.
- (2) Complete in accordance with specifications provided by the Department, the necessary features for the OHV training site, including a 230' X 180' vacant area of land, an 8' H X 30' L dirt hill, and other challenge obstacles as requested by the Department.
- (3) Permit the Department instructors, Department staff and OHV training participants access and use of the existing restroom facilities in the Stanley Fire District apparatus bay located at 5 Martin Road.
- (4) Permit access and use for parking by the Department instructors, Department staff and OHV training participants of the parking lot area indicated on Exhibit A.
- (5) Upon completion of the OHV training site the County shall be responsible for regular maintenance of the OHV training site throughout the term of this MOU.
- (6) Submit itemized invoices to the Department for reimbursement by the Department for costs incurred in the development and completion of the OHV training site. Submit itemized invoices to the Department for reimbursement by the Department for costs incurred in the maintenance of the OHV training site.
- (7) As part of the design of the OHV training site, conspicuously post the Department's sign (see B(6) below) at the OHV training site.

B. The Department shall:

- (1) Work with the County to ensure that the OHV safety training site is developed and constructed in accordance with the specifications of the Department.
- (2) Make available up to five thousand dollars (\$5,000.00) in funding from the Trail Safety Fund, to reimburse the County for costs incurred by the County for development and construction of the OHV safety training site. Within thirty (30) days of receipt of an itemized invoice from the County, reimburse the County for the costs incurred in the development and construction of the OHV safety training site.
- (3) Make available up to five hundred dollars (\$500.00) in annual funding from the Trail Safety Fund, to reimburse the County for costs incurred by the County for maintenance of the OHV safety training site. Within thirty (30) days of receipt of an itemized invoice from the County, reimburse the County for the costs incurred in the maintenance of the OHV safety training site.
- (4) Conduct regular OHV safety training courses including certification of OHV safety instructors, at the OHV training site that conforms to requirements and certification of the New Mexico Approved Safety Training for OHV. The Department will provide at Department expense all instructors, curriculum, supplies, training OHVs and administrative and clerical services for its OHV safety training course.
- (5) Provide a certificate of insurance to the County that indicates that the Department has insurance coverage in the amounts required by the New Mexico Tort Claims Act, § 41-1-1, et seq., NMSA 1978.
- (6) Provide to the County a sign acknowledging the support of the Department for the development and funding of the OHV safety training site.

C. The County and the Department agree:

- (1) Improvements. For purposes of this MOU, the dirt hill and any other removable or temporary challenge obstacles which are required by the Department and which are not permanently affixed to the real property are referred to as the "Improvements."
- (2) Specifications for OHV Training Site. The 230' X 180' OHV safety training site and the Improvements will be developed, constructed or purchased in accordance with specifications of the Department. The Department will approve the final development design of the OHV training site and will work with the County to ensure that specifications and maintenance requirements are met throughout the development and ongoing maintenance of the OHV training site.
- (3) Reimbursable Costs. Allowable costs for which the County will be reimbursed from the funds identified in 2.B(2) and (3) above, are costs associated with the rental or

hiring of equipment, costs for gravel, dirt or fill material, grading and materials and equipment necessary for road or surface improvements and maintenance, shade structures, seating and tables, and cost for purchase or construction of other challenge obstacles required for the OHV training site.

- (4) Disputes. Any disputes or issues regarding the obligations and duties under this MOU shall be resolved in good faith in discussions between the County and the Department. The parties will address make a good faith effort to resolve a dispute no later than five (5) business days after the dispute arises and each party becomes aware of the dispute.
- (5) Participant/Trainee Waiver of Liability. The Department's OHV safety training course shall include a requirement that all participants who are members of the public sign a release and waiver of liability from any and all liability or damages that the participant may suffer as a result of the participant's participation in the OHV safety training course.

3. Term

This MOU shall become effective upon the date of last execution by the parties, and shall terminate five (5) years later, unless earlier terminated pursuant to Section 4 (*Termination*). If the OHV safety training site remains suitable for continued use as an OHV safety training site beyond the initial five (5) year term, the parties may mutually agree to extend the term of this Agreement through a written amendment executed by the parties.

4. Termination; Disposition of Improvements upon Termination

- (1) This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (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.
- (2) The Department shall own any Improvement as defined in 2.C.(1) above to the extent the Department reimbursed the County, as described in 2(B)(2) and (3), for the costs incurred in developing, constructing, and maintaining the Improvement. Any disposition of Improvements owned by the Department shall require approval of the Department.
- (3) Upon the termination of this Agreement, unless otherwise agreed to by the parties, the Department, at the Department's cost, shall remove those Improvements as defined in 2.C.(1) above, which the Department owns. In lieu of the Department's removal of Improvements, County has the option to pay the Department the depreciated value of the Improvements as agreed to in good faith by the parties.

5. Status of County and the Department

The Department and County are separate legal entities. The Department's agents and employees are not employees or agents of the County. The County's agents and employees are not employees of the Department.

6. Liability; New Mexico Tort Claims Act

By entering into this MOU, 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, § 41-4-1, et seq. as amended. This paragraph is intended only to define the liabilities between the parties hereto 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. The Department and its "public employees" as defined in the New Mexico Tort Claims Act, and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

7. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of the State of New Mexico for the performance and implementation of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the County. The Department's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

8. Amendment

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

9. Notices

Any notices required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

County: Santa Fe County Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

With a copy to: David Sperling, Fire Chief
Santa Fe County Fire Department
35 Camino Justicia

Santa Fe, NM 87508
Phone: (505) 992-3076

Department: New Mexico Department of Game and Fish
Attn: Christopher Johnson
3841 Midway Place NE
Albuquerque, NM 87109
Phone: (505) 222-4712

10. 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 the Department. No person shall claim any right, title, or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

11. Applicable Law

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

12. Entire Agreement

This MOU constitutes the entire agreement between the County and Department and any other prior agreements between the parties, written or oral, are merged herein.

IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY

Robert A. Anaya, Chair
Board of County Commissioners

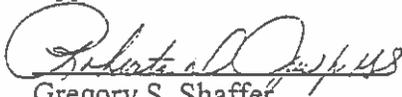
Date _____

Attestation:

Geraldine Salazar
County Clerk

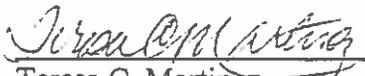
Date _____

Approved as to form:


Gregory S. Shaffer
County Attorney

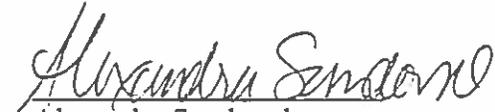
Date: 1-27-15

Finance Department


Teresa C. Martinez
Director

Date: 1/29/2015

STATE OF NEW MEXICO DEPARTMENT OF GAME AND FISH


Alexandra Sandoval
Director

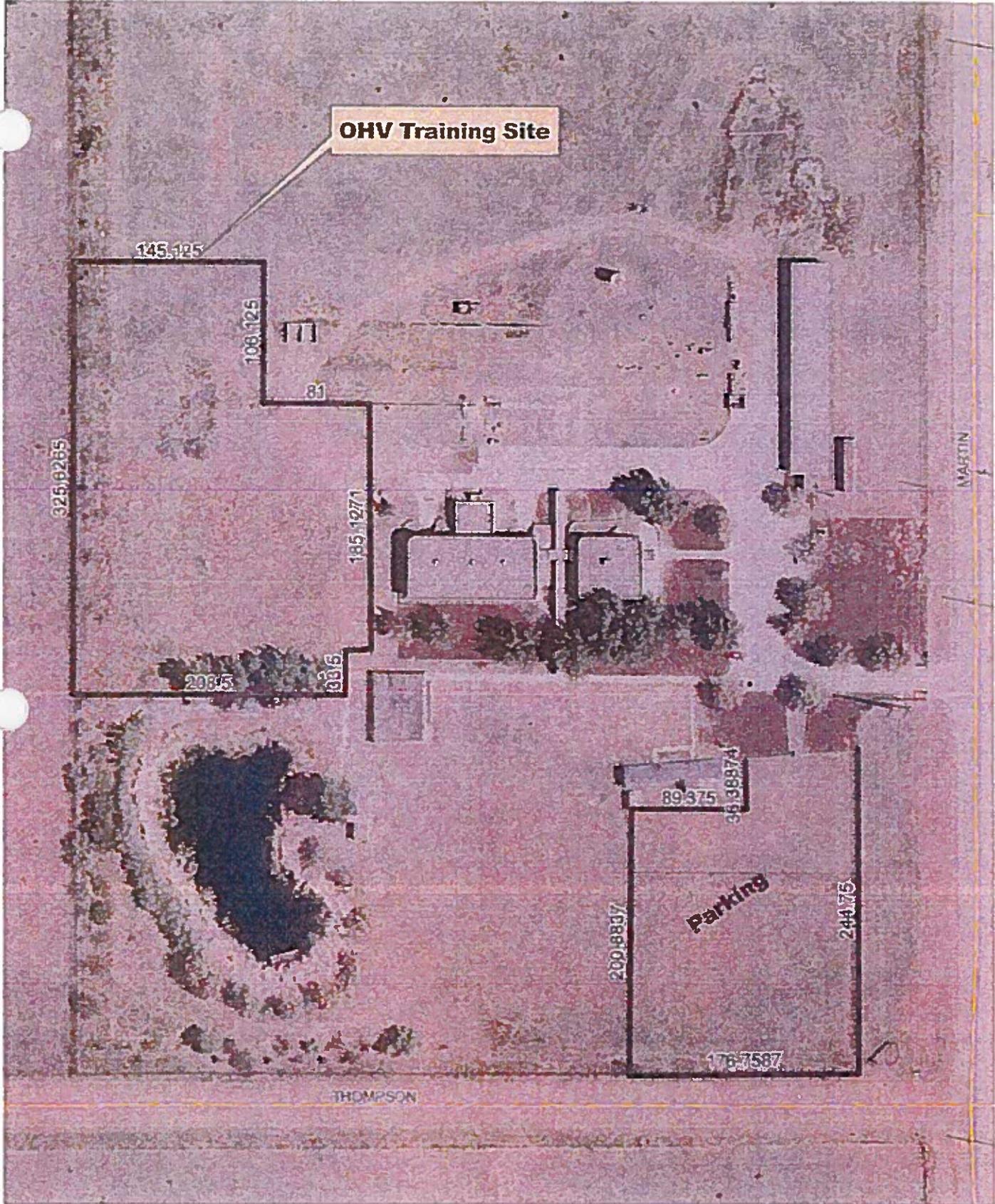
Date: 1/13/15

Approved for legal form and sufficiency:

By: 
Aaron A. Rodriguez
Deputy General Counsel

Date: 01/12/2015

OHV Training Site



Legend

 Roads

1:1,200

1 inch represents 100 feet

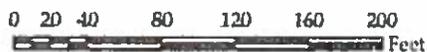


Exhibit A

Aerial Photography from 2008

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errors associated with the use of these data.
Users are solely responsible for
confirming data accuracy.



November 5, 2014



**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA FE
AND
STATE OF NEW MEXICO DEPARTMENT OF GAME AND FISH
FOR AN OHV SAFETY TRAINING SITE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the State of New Mexico Department of Game and Fish (“Department”), an agency of the State of New Mexico, and Santa Fe County (“County”), a political subdivision of the State of New Mexico. The date of this MOU shall be the date when it is executed by the Department and the County, whichever occurs last.

WITNESSETH:

WHEREAS, the County owns approximately 20 acres of real property located at 5 Martin Road, in Edgewood, New Mexico, Santa Fe County, where certain County Fire Department training facilities and the Stanley Fire District are located; and

WHEREAS, the County plans to develop a vacant portion of the property at 5 Martin Road to be designated as a training site for the operation of off highway motor vehicles (“OHV”); and

WHEREAS, the County wishes to develop the OHV training site to assist and facilitate the Department with its certified safety training to OHV operators pursuant to the Off-Highway Motor Vehicle Act, §§ 66-3-1001 et seq., NMSA 1978; and

WHEREAS, the Department receives dedicated funding under the Off-Highway Motor Vehicle Act’s Trail Safety Fund to develop OHV safety training sites and provide hands-on OHV safety training; and

WHEREAS, the County and the Department agree that their common goal of providing an OHV safety training site in this area of Santa Fe County can be best met by a cooperative approach which involves the development and maintenance of such a training site at 5 Martin Road in Edgewood; and

WHEREAS, the County and Department agree that OHV operation can be a safe and enjoyable activity and the parties wish to provide a site for safety training and certification to Santa Fe County residents including minors, adults, Fire Department and law enforcement personnel and other agency staff; and

WHEREAS, the Department and the County are authorized to enter into this Agreement;
and

WHEREAS, this MOU between the County and the Department provides for the funding to design, construct and maintain an OHV safety training site at 5 Martin Road in Edgewood that will be available to the County and the Department for OHV safety training.

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

1. Purpose

The purpose of this MOU is to set forth the duties of the parties with respect to the County's development on County property of an OHV safety training site constructed to specifications provided by the Department. This MOU also provides for the funding by the Department on a reimbursement basis of the initial development and maintenance of the OHV safety training site.

2. Scope of Understanding and Responsibilities of the parties

A. The County shall:

- (1) Designate a vacant area of land at 5 Martin Road, Edgewood, NM, as depicted on Exhibit A attached hereto, for exclusive use by the County and the Department as an OHV safety training site.
- (2) Complete in accordance with specifications provided by the Department, the necessary features for the OHV training site, including a 230' X 180' vacant area of land, an 8' H X 30' L dirt hill, and other challenge obstacles as requested by the Department.
- (3) Permit the Department instructors, Department staff and OHV training participants access and use of the existing restroom facilities in the Stanley Fire District apparatus bay located at 5 Martin Road.
- (4) Permit access and use for parking by the Department instructors, Department staff and OHV training participants of the parking lot area indicated on Exhibit A.
- (5) Upon completion of the OHV training site the County shall be responsible for regular maintenance of the OHV training site throughout the term of this MOU.
- (6) Submit itemized invoices to the Department for reimbursement by the Department for costs incurred in the development and completion of the OHV training site. Submit itemized invoices to the Department for reimbursement by the Department for costs incurred in the maintenance of the OHV training site.
- (7) As part of the design of the OHV training site, conspicuously post the Department's sign (see B(6) below) at the OHV training site.

B. The Department shall:

- (1) Work with the County to ensure that the OHV safety training site is developed and constructed in accordance with the specifications of the Department.
- (2) Make available up to five thousand dollars (\$5,000.00) in funding from the Trail Safety Fund, to reimburse the County for costs incurred by the County for development and construction of the OHV safety training site. Within thirty (30) days of receipt of an itemized invoice from the County, reimburse the County for the costs incurred in the development and construction of the OHV safety training site.
- (3) Make available up to five hundred dollars (\$500.00) in annual funding from the Trail Safety Fund, to reimburse the County for costs incurred by the County for maintenance of the OHV safety training site. Within thirty (30) days of receipt of an itemized invoice from the County, reimburse the County for the costs incurred in the maintenance of the OHV safety training site.
- (4) Conduct regular OHV safety training courses including certification of OHV safety instructors, at the OHV training site that conforms to requirements and certification of the New Mexico Approved Safety Training for OHV. The Department will provide at Department expense all instructors, curriculum, supplies, training OHVs and administrative and clerical services for its OHV safety training course.
- (5) Provide a certificate of insurance to the County that indicates that the Department has insurance coverage in the amounts required by the New Mexico Tort Claims Act, § 41-1-1, et seq., NMSA 1978.
- (6) Provide to the County a sign acknowledging the support of the Department for the development and funding of the OHV safety training site.

C. The County and the Department agree:

- (1) Improvements. For purposes of this MOU, the dirt hill and any other removable or temporary challenge obstacles which are required by the Department and which are not permanently affixed to the real property are referred to as the "Improvements."
- (2) Specifications for OHV Training Site. The 230' X 180' OHV safety training site and the Improvements will be developed, constructed or purchased in accordance with specifications of the Department. The Department will approve the final development design of the OHV training site and will work with the County to ensure that specifications and maintenance requirements are met throughout the development and ongoing maintenance of the OHV training site.
- (3) Reimbursable Costs. Allowable costs for which the County will be reimbursed from the funds identified in 2.B(2) and (3) above, are costs associated with the rental or

hiring of equipment, costs for gravel, dirt or fill material, grading and materials and equipment necessary for road or surface improvements and maintenance, shade structures, seating and tables, and cost for purchase or construction of other challenge obstacles required for the OHV training site.

- (4) Disputes. Any disputes or issues regarding the obligations and duties under this MOU shall be resolved in good faith in discussions between the County and the Department. The parties will address make a good faith effort to resolve a dispute no later than five (5) business days after the dispute arises and each party becomes aware of the dispute.
- (5) Participant/Trainee Waiver of Liability. The Department's OHV safety training course shall include a requirement that all participants who are members of the public sign a release and waiver of liability from any and all liability or damages that the participant may suffer as a result of the participant's participation in the OHV safety training course.

3. Term

This MOU shall become effective upon the date of last execution by the parties, and shall terminate five (5) years later, unless earlier terminated pursuant to Section 4 (*Termination*). If the OHV safety training site remains suitable for continued use as an OHV safety training site beyond the initial five (5) year term, the parties may mutually agree to extend the term of this Agreement through a written amendment executed by the parties.

4. Termination; Disposition of Improvements upon Termination

- (1) This MOU may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (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.
- (2) The Department shall own any Improvement as defined in 2.C.(1) above to the extent the Department reimbursed the County, as described in 2(B)(2) and (3), for the costs incurred in developing, constructing, and maintaining the Improvement. Any disposition of Improvements owned by the Department shall require approval of the Department.
- (3) Upon the termination of this Agreement, unless otherwise agreed to by the parties, the Department, at the Department's cost, shall remove those Improvements as defined in 2.C.(1) above, which the Department owns. In lieu of the Department's removal of Improvements, County has the option to pay the Department the depreciated value of the Improvements as agreed to in good faith by the parties.

5. Status of County and the Department

The Department and County are separate legal entities. The Department's agents and employees are not employees or agents of the County. The County's agents and employees are not employees of the Department.

6. Liability; New Mexico Tort Claims Act

By entering into this MOU, 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, § 41-4-1, et seq. as amended. This paragraph is intended only to define the liabilities between the parties hereto 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. The Department and its "public employees" as defined in the New Mexico Tort Claims Act, and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

7. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of the State of New Mexico for the performance and implementation of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the County. The Department's decision as to whether sufficient appropriations are available shall be accepted by the County and shall be final.

8. Amendment

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

9. Notices

Any notices required to be given under this MOU shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

County: Santa Fe County Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

With a copy to: David Sperling, Fire Chief
Santa Fe County Fire Department
35 Camino Justicia

Santa Fe, NM 87508
Phone: (505) 992-3076

Department: New Mexico Department of Game and Fish
Attn: Christopher Johnson
3841 Midway Place NE
Albuquerque, NM 87109
Phone: (505) 222-4712

10. 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 the Department. No person shall claim any right, title, or interest under this MOU or seek to enforce this MOU as a third party beneficiary of this MOU.

11. Applicable Law

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

12. Entire Agreement

This MOU constitutes the entire agreement between the County and Department and any other prior agreements between the parties, written or oral, are merged herein.

IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY

Robert A. Anaya, Chair
Board of County Commissioners

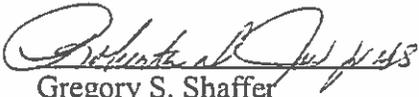
Date _____

Attestation:

Geraldine Salazar
County Clerk

Date _____

Approved as to form:


Gregory S. Shaffer
County Attorney

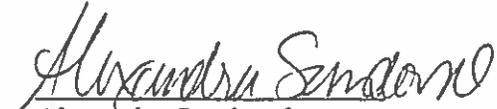
Date: 1-27-15

Finance Department


Teresa C. Martinez
Director

Date: 1/30/2015

STATE OF NEW MEXICO DEPARTMENT OF GAME AND FISH

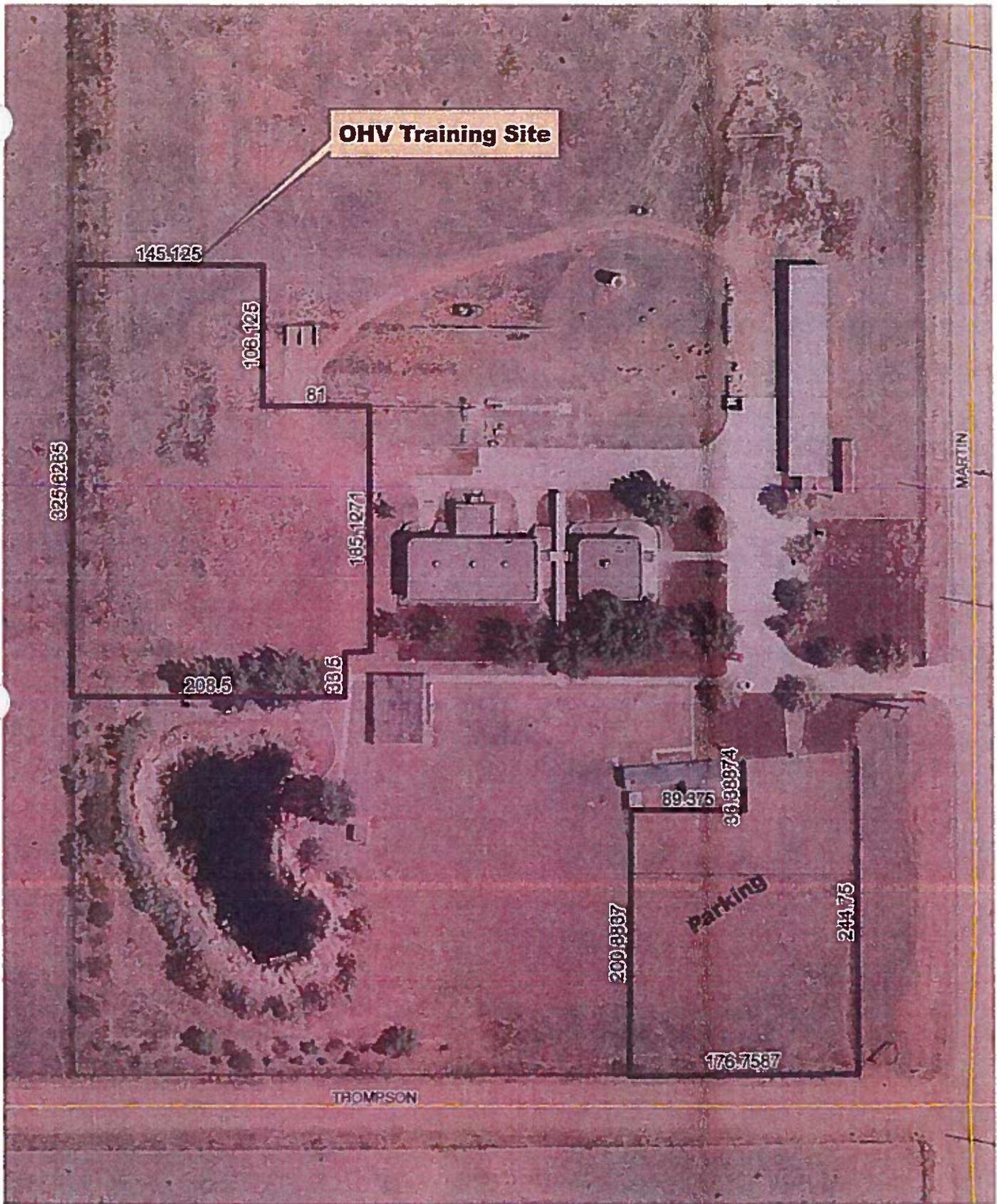

Alexandra Sandoval
Director

Date: 1/13/15

Approved for legal form and sufficiency:

By: 
Aaron A. Rodriguez
Deputy General Counsel

Date: 01/12/2015



OHV Training Site

MARTIN

THOMPSON

parking



Legend

 Roads

1:1,200

1 inch represents 100 feet



Exhibit A

Aerial Photography from 2008

This information is for reference only. Santa Fe County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy.



November 5, 2014



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

To: Board of County Commissioners

From: Gregory S. Shaffer, County Attorney

Via: Katherine Miller, County Manager

Date: February 12, 2015

Re: **Consideration of Santa Fe Metropolitan Planning Organization Revised and Restated Joint Powers Agreement**

Issue. The New Mexico Department of Transportation (NMDOT) is requiring that the Santa Fe Metropolitan Planning Organization (MPO) Joint Powers Agreement (JPA) be updated.

Attached as Exhibit A is the Revised and Restated JPA being proposed for consideration by the Board of County Commissioners (Board) of the County of Santa Fe (County).

Background. The MPO has existed since 1982. The current JPA was approved by the parties in 2009; it is attached as Exhibit B to this memorandum. The MPO provides joint and coordinated transportation planning throughout the Santa Fe Metropolitan Planning Area (MPA), which is depicted on the map attached to the Revised and Restated JPA. The MPO's primary funding consists of federal grants that flow through NMDOT along with local matching funds.

NMDOT is requiring that the existing JPA be updated to (i) reflect work products required by new federal law (Revised and Restated JPA, ¶ I(C)); (ii) identify triggers for amending the JPA in the future (Revised and Restated JPA, ¶ VI); (iii) include conflict resolution provisions (Revised and Restated JPA, ¶ I(H)); (iv) update financial responsibility provisions so as to have the County contribute a share of the MPO's local operating budget (Revised and Restated JPA, ¶ I(G)(1)); and (v) update the title of the MPO Officer. (A February 7, 2014 letter from NMDOT to Mark Tibbetts, MPO Officer, is attached as Exhibit C.)

The attached Revised and Restated JPA would meet these objectives as well as effect a few other cleanup changes. The most significant changes are discussed below.

Go Forward Financial Contributions of County. The most significant change would be to obligate the County – beginning with federal fiscal year 2016 – to contribute 30% of the required cash match for federal grants it receives and additional operating funds of the MPO, with the City of Santa Fe contributing the remaining 70%. This split is based upon the ratio of population within the MPA. Based upon historic levels of federal funding, the MPO Officer estimates that the County's annual financial contributions would be less than \$35,000 per year.

It is important to note that (i) the County's contributions would not begin until federal fiscal year 2016, which overlaps with County fiscal year 2016 (Revised and Restated JPA, ¶ I(G)(1)); (ii) the County's contributions are contingent upon appropriations being made by the Board to meet them (Revised and Restated JPA, ¶ I(G)(1) and ¶ IV(B)) and (iii) that the County may terminate the JPA on 120 days' notice (Revised and Restated JPA, ¶ III(A)).

Conflict Resolution. The Revised and Restated JPA contains a new Paragraph I(H), "Conflict Resolution." It generally requires conflicts to be resolved through informal discussions and mediation, with the parties reserving the right to resolve disputes through arbitration or other

alternative dispute mechanism mutually agreeable to the parties. As a practical matter, the MPO does not appear likely to generate intractable disputes, given its purpose and long history.

Recommendation. Consider whether to approve the Revised and Restated JPA.

**SANTA FE METROPOLITAN PLANNING ORGANIZATION
REVISED AND RESTATED JOINT POWERS AGREEMENT**

THIS REVISED AND RESTATED METROPOLITAN PLANNING ORGANIZATION JOINT POWERS AGREEMENT (the "Agreement") by and between the City of Santa Fe, New Mexico, a municipal corporation (the "City"), the County of Santa Fe, New Mexico, a political subdivision of the State of New Mexico (the "County"), and Tesuque Pueblo, a sovereign nation, is entered into as of this ____ day of _____, 2015, for the purpose of continuing the Santa Fe Metropolitan Planning Organization (the "MPO") originally established by and between the City and County through a Joint Powers Agreement, dated June 30, 1982.

RECITALS

WHEREAS:

- A. In accordance with the Joint Powers Agreements Act, NMSA 1978, §§ 11-1-1 through 11-1-7 (the "JPA Act"), the City, the County, and the Tesuque Pueblo are public agencies and are authorized by law to enter into this Agreement;
- B. The purpose of the MPO is to provide joint and coordinated transportation planning throughout the MPO Metropolitan Planning Area ("MPA") in accordance with all federal, State and local laws;
- C. The parties hereto recognize that the MPO should be a separate body established to conduct transportation planning in cooperation with the New Mexico Department of Transportation ("NMDOT"); and
- D. NMDOT recognizes the MPO and the need to periodically update joint powers agreements between participating local governments.



AGREEMENT

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THEY SHALL CONTINUE THE METROPOLITAN PLANNING ORGANIZATION ACCORDING TO THE FOLLOWING TERMS:

I. SCOPE OF AGREEMENT.

A. Authority. It is the intention of the parties that under the terms of this Agreement the MPO shall continue to function pursuant to the authority granted by federal law and regulations (49 U.S.C. § 5303; 23 C.F.R. §§ 450.100 through 450.338). The MPO is hereby granted the authority to perform all acts necessary to fulfill the purposes of this Agreement.

B. Purposes. The MPO shall serve as a forum for cooperative decision-making in transportation-related matters between the parties hereto as well as among other federal and state agencies by receiving and considering citizen input. The MPO shall also serve to assist other governmental agencies and the public by supplying transportation-related information and data gathered by the MPO staff.

C. Required Work Products. MPO work activities and products are listed in the NMDOT Planning Procedures Manual and shall be conducted in accordance with the most current federal act authorizing transportation funding. The following work products are required by federal law and regulation (23 USC § 104 and § 134; 23 CFR Part 450) and defined in the MPO Planning Process:

1. Develop and update every five years the Metropolitan Transportation Plan (“MTP”), the long-range transportation plan for the MPA over the next twenty-five years;
2. Develop and update every four years a Public Participation Plan (“PPP”) and

Title VI Plan in order to outline the process of public involvement in plans and studies related to the MTP;

3. Develop and periodically update the Transportation Improvement Program (“TIP”), which lists projects and programs with identified funding for the purpose of implementing the MTP;

4. Develop an annual List of Obligated Projects;

5. Develop a biennial Unified Planning Work Program (“UPWP”) with Budget; an annual Performance and Expenditure Report; and Quarterly Reports with Invoices for the purpose of setting out and reporting on the work activities of the MPO staff;

6. Following the conclusion of each decennial census, update the MPO MPA map with a smoothed urbanized area boundary map and roadway functional classification map; and

7. Develop Transportation System Performance Measures, Targets, and evaluation criteria that address at a minimum, the current seven National Performance Goals, or goals within the most current long-term highway authorization legislation, including, but not limited to, safety, infrastructure condition, congestion reduction, system reliability, freight movement and economic vitality, environmental sustainability, and reduced project delivery days.

D. **Organization.** The MPO is organized with a Transportation Policy Board (“TPB”), a Technical Coordinating Committee (“TCC”), and MPO staff.

1. The TPB is the recognized governing authority for the MPO and is governed by its bylaws. It consists of representatives from the City, the County, Tesuque Pueblo, and the NMDOT.

2. The TPB shall establish policies and plans that govern the Metropolitan Transportation Planning process.

3. The TPB shall establish the TCC, comprised of staff of the parties hereto and other agency staff involved in transportation planning, to provide technical review and project recommendations to the TPB.

4. The City, in consultation with the TPB, shall hire and retain MPO staff and shall, at a minimum, hire and retain an MPO Officer for the purpose of daily administration of MPO activities.

5. The number of MPO staff and the physical location of MPO staff offices shall be determined jointly by the TPB and the City, as fiscal agent of the MPO.

6. The MPO Officer shall maintain official plans and records of the MPO and shall administer the daily operations of the MPO and prepare necessary reports as required by federal regulations.

7. The MPO Officer shall manage the budget and expenditures of the MPO planning funds as appropriated by the federal government and distributed by NMDOT.

8. The MPO Officer shall be responsible for the development and update of the MTP, the PPP, the Title VI Plan, the TIP, the List of Obligated Projects, the Annual Performance and Expenditure Report, the Quarterly Reports with Invoices, and the UPWP with Budget, for review by the TCC and approval by TPB.

E. **Planning Data.** To the maximum extent possible, the parties hereto agree to utilize common base data, statistics and projections for the planning area and to exchange pertinent planning data collected by any party.

F. **Metropolitan Planning Area.** The MPO MPA, determined in accordance

with 23 CFR 450.312, within which transportation planning shall be conducted includes the City and, at a minimum, those lands anticipated to urbanize over at least a twenty-year period, as shown on the MPO MPA map and attached to this Agreement, as such may be updated by the TPB from time to time.

G. **Budget and Cost Allocation.** The MPO shall receive federal transportation planning funds from the United States Department of Transportation (“USDOT”) Federal Highway Administration (“FHWA”) Section 112 funds and the Federal Transit Administration (“FTA”) Section 5303 funds, as administered and distributed by NMDOT in accordance with an established allocation formula, and under the terms of the applicable agreement with NMDOT.

1. The parties are responsible to provide required local government matching funds and additional operating funds needed for the MPO. Any party may voluntarily contribute cash or in-kind services towards MPO operations expense. Contingent upon appropriations being made by the City and County pursuant to Section IV(B) of this Agreement and beginning with federal fiscal year 2016, the cash match requirement and additional operating funds for the MPO shall be allocated between the parties as follows: Seventy per cent (70 %) from the City and thirty per cent (30%) from the County, which is based on the ratio of population within the MPA. At the County’s option, the County’s share of the required cash match and additional operating funds may be advanced to the City, as fiscal agent for the MPO, at the beginning of the federal fiscal year or be paid on a mutually agreeable periodic basis pursuant to invoices from the City based upon actual expenditures of the MPO. The parties hereto shall review on an annual basis the financial contribution of each party in providing the required local government matching funds and additional operating funds for the MPO.

2. The City shall act as fiscal agent for the MPO.

H. **Conflict Resolution.** The parties agree to work in good faith to resolve any conflicts that concern this Agreement or arise out of this Agreement in a timely and conciliatory manner. The TPB Chair shall be responsible in the first instance for resolving disputes arising out of this Agreement. If the TPB Chair cannot satisfactorily resolve a dispute, then any party may petition the MPO to attempt to resolve the dispute using guidance in the NMDOT Planning Procedures Manual. In the event these steps do not resolve the dispute, then the parties agree to a mediation process administered by the FHWA or FTA. Disputes shall be first discussed by representatives of each party having the authority, if necessary, to bind the party that they represent. Such representatives shall use their best efforts to amicably and promptly resolve the dispute. If the parties are unable to resolve the dispute through informal mechanisms or mediation within thirty days of the occurrence of the event or circumstances giving rise to the dispute, a final determination shall be made through binding arbitration or other alternative dispute mechanism mutually agreeable to the parties.

II. TERM.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION ("DFA"). This Agreement shall continue in effect until such time as it may be terminated by either the City or the County pursuant to paragraph III below.

III. TERMINATION AND WITHDRAWAL.

A. This Agreement may be terminated by either the City or the County upon written notice delivered to all parties at least 120 days prior to the intended date of termination. Such termination shall not nullify obligations incurred for performance or failure to perform prior to the date of termination.

B. Tesuque Pueblo may withdraw from this Agreement at any time by giving the other parties 120 days advance written notice. Such withdrawal shall not nullify obligations incurred for performance or failure to perform prior to the date of termination.

IV. **PROCUREMENT AND APPROPRIATIONS.**

A. **Procurement.** All procurements shall be made in accordance with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199.

B. **Bateman Act Compliance.** The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made or given by the City and County to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the City or County, this Agreement may be terminated or this Agreement may be amended in accordance with paragraph VII below. A party's decision as to whether sufficient appropriations are available shall be accepted by the other parties and shall be final.

V. **LIABILITY.**

Each party shall be responsible for fiscal or other sanctions occasioned as a result of its own violation of any requirements applicable to performing under this Agreement. Nothing herein is intended to nor shall be deemed to waive the rights of the parties hereto to claim the privileges and immunities granted to them under NMSA 1978, § 11-1-6 or under the Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-27, or any other applicable law or ordinance. Nothing herein shall be deemed or interpreted as a waiver of the sovereign immunity of the Tesuque Pueblo.

VI. **AMENDMENT.**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by DFA. Justifications for amendments may include, but shall not be limited to, the following:

A. The passage of new federal transportation legislation that includes new or revised requirements for metropolitan planning; or

B. A significant change in membership and structure of the MPO resulting from an entity withdrawing from the MPO; additions or reductions of membership to the MPO committees; significant changes based on census data, including formation of a new member agency within the MPO jurisdiction; or significant modifications to the MPO MPA.

VII. 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: Attn: City Manager
City of Santa Fe
200 Lincoln Ave.
P.O. Box 909
Santa Fe, New Mexico 87504-0909

COUNTY: Attn: County Manager
Santa Fe County
120 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

TESUQUE PUEBLO: Attn: Office of the Governor
Tesuque Pueblo
Route 42 Box 360-T
Santa Fe, NM 87506

VIII. GOVERNING LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico.

Nothing herein shall be deemed or interpreted as a waiver of the sovereign immunity of the Tesuque

Pueblo.

IX. STATUS OF AGREEMENT; JPA ACT.

The parties acknowledge and agree that this Agreement constitutes an "agreement" as that term is used in the JPA Act.

X. ACCOUNTABILITY.

The City of Santa Fe shall maintain accurate and complete records of all MPO activities and, upon receipt of a reasonable written request, shall make such records available to the other parties and to the public, including any federal, state or local authority, during regular business hours.

XI. DISTRIBUTION OF RESIDUAL PROPERTY AND SURPLUS FUNDS.

A. Upon termination of this Agreement the parties will distribute and dispose of all property acquired in connection with this Agreement. If any property is acquired in connection with this Agreement the division or distribution of which is not specifically provided for in this Agreement, then such property shall be distributed to the party that acquired it; or if the property was acquired by more than one party, the property shall be distributed to each party in accordance with that party's pro rata share of acquisition and maintenance costs, if any, unless otherwise agreed by the parties.

B. Upon termination of this Agreement, any surplus money on hand shall be returned to the parties in proportion to the contributions made by the parties.

XII. PUBLIC RECORDS.

The parties intend that this Agreement be considered a "public record" for purposes of the Inspection of Public Records Act, NMSA 1978, §§14-2-1 through 14-2-12.

XIII. CONFORMITY WITH JPA ACT.

The parties intend that this Agreement conform in all respects with the JPA Act, and that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement shall be deemed amended so that such controlling provisions of the JPA Act are incorporated into and made part of this Agreement, and any inconsistent provisions of this Agreement are deleted as and to the extent of the inconsistency.

XIV. EFFECT ON 2009 JOINT POWERS AGREEMENT.

This Agreement replaces in its entirety the parties' 2009 Joint Powers Agreement, which shall be of no further force or effect once this Agreement is approved by DFA.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SANTA FE:

JAVIER GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

APPROVED:

KELLEY BRENNAN, CITY ATTORNEY

OSCAR S. RODRIGUEZ, FINANCE
DIRECTOR

SANTA FE COUNTY:

ROBERT A. ANAYA, CHAIR
BOARD OF COUNTY COMMISSIONERS

ATTEST:

GERALDINE SALAZAR, COUNTY CLERK

APPROVED AS TO FORM:



GREGORY S. SHAFFER, COUNTY ATTORNEY

TESUQUE PUEBLO:

MILTON P. HERRERA, GOVERNOR

ATTEST:

EARL SAMUEL, LT. GOVERNOR

THIS AGREEMENT HAS BEEN APPROVED BY:

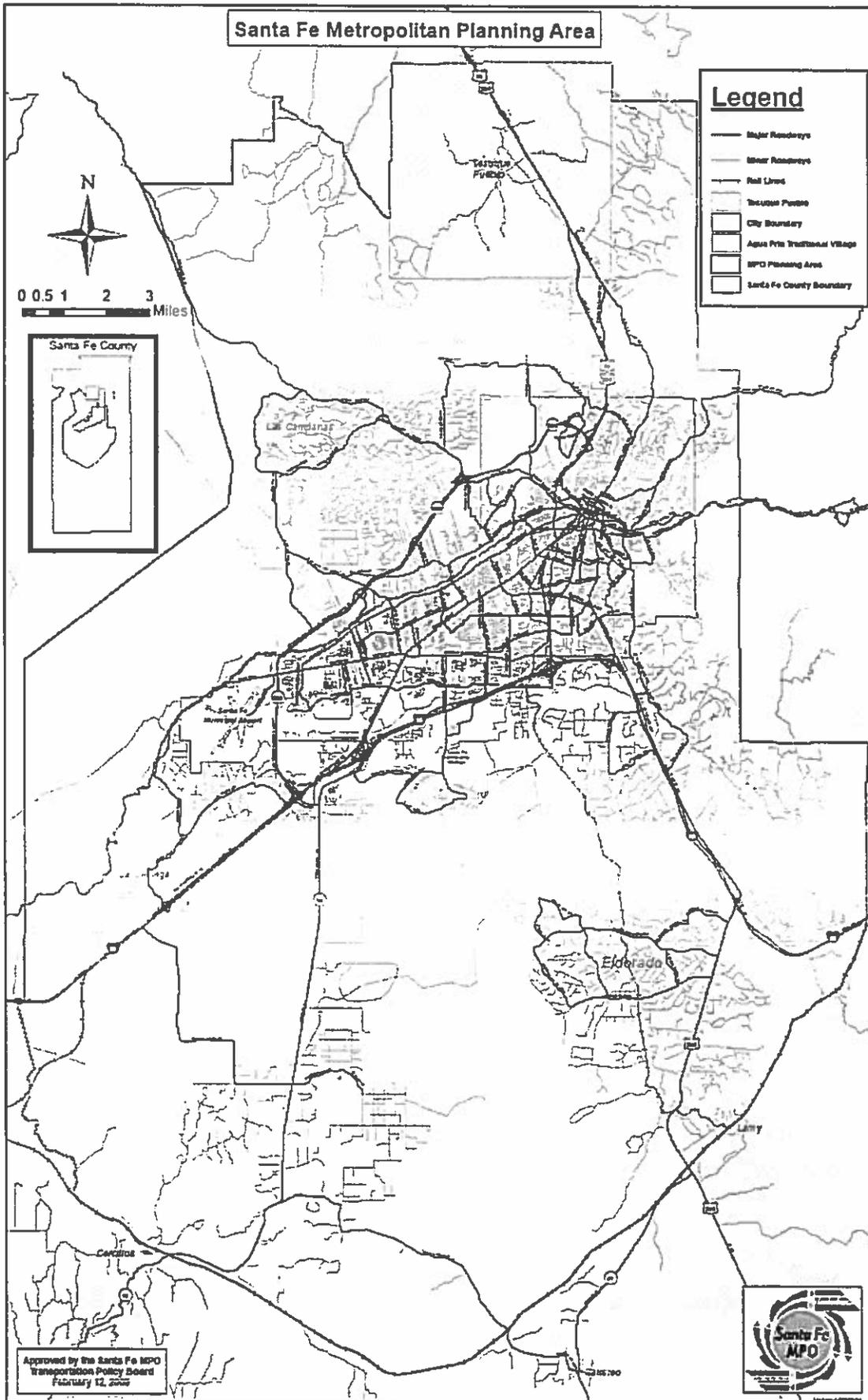
State of New Mexico
Department of Finance Administration

By: _____
(Print Name)

Date: _____

Attachment: Santa Fe MPO Metropolitan Planning Area

ATTACHMENT TO SANTA FE METROPOLITAN PLANNING ORGANIZATION
REVISED AND RESTATED JOINT POWERS AGREEMENT



SANTA FE METROPOLITAN PLANNING ORGANIZATION
REVISED AND RESTATED JOINT POWERS AGREEMENT
Revised 08/13/09

This METROPOLITAN PLANNING ORGANIZATION JOINT POWERS AGREEMENT (the "Agreement") by and between the City of Santa Fe, New Mexico, a municipal corporation (the "City"); the County of Santa Fe, New Mexico, a political subdivision of the State of New Mexico (the "County"); Tesuque Pueblo, a sovereign nation, and the New Mexico Department of Transportation ("NMIDOT") is entered into as of this ____ day of _____, 2009, for the purpose of continuing the Metropolitan Planning Organization ("MPO") originally established by and between the city and county through a Joint Powers Agreement dated June 30, 1982.

RECITALS

WHEREAS:

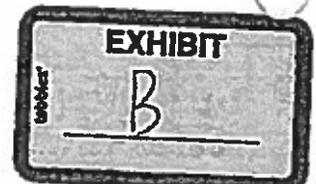
A. In accordance with the Joint Powers Agreements Act, §§11-1-1 through 11-1-7 NMSA 1978 (the "JPA Act"), the City, the County, the State and the Tesuque Pueblo are public agencies and are authorized by law to enter into this Agreement; and

B. The purpose of the MPO is to provide joint and coordinated transportation planning throughout the MPO Planning Area; and

C. The parties hereto recognize that the MPO should be a separate body established to conduct transportation planning in cooperation with the New Mexico Department of Transportation; and

D. The New Mexico Department of Transportation ("NMIDOT") recognizes the MPO and the need to periodically update joint powers agreements between participating local governments

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THEY SHALL CONTINUE THE METROPOLITAN PLANNING ORGANIZATION ACCORDING TO THE FOLLOWING TERMS:



I. **SCOPE OF AGREEMENT.**

A. **Authority.** It is the intention of the parties that under the terms of this Agreement the Santa Fe Metropolitan Planning Organization (MPO) shall continue to function pursuant to the authority granted by federal regulations (Title 23 CFR Part 450 and Title 49 CFR Part 613). The MPO is hereby granted the authority to perform all acts necessary to fulfill the purposes of this Agreement.

B. **Purposes.** The MPO shall serve as a forum for cooperative decision-making in transportation-related matters between the parties hereto as well as among other federal and state agencies by receiving and considering citizen input.

The express purposes of the MPO shall be:

1. To develop and periodically update the Metropolitan Transportation Plan (MTP) for the Santa Fe MPO Planning Area;

2. To develop and periodically update a Public Participation Plan (PPP) in order to outline the process of public involvement in plans and studies related to the MTP;

3. To develop and periodically update the Transportation Improvement Program (TIP) for the purpose of implementing the Metropolitan Transportation Plan;

4. To develop an annual listing of projects for which federal funds were obligated in the preceding TIP program year;

5. To develop an annual Unified Planning Work Program (UPWP) and Performance and Expenditure Quarterly Reports for the purpose of setting out and reporting on the work activities of the MPO staff; and

6. To assist other governmental agencies and the public by supplying transportation-related information and data gathered by the MPO staff.

C. **Organization.** The Santa Fe MPO is organized with a Transportation Policy Board ("TPB"), a Technical Coordinating Committee ("TCC"), and MPO staff.

1. The Transportation Policy Board is the recognized authority for the MPO and is

governed by its bylaws. It consists of representatives from the City, the County, Tesuque Pueblo, and the NMDOT.

2. The TPB shall establish policies and plans that govern the Metropolitan Transportation Planning process.

3. The TPB shall establish a Technical Coordinating Committee comprised of staff of the parties hereto and other agency staff involved in transportation planning, to provide technical review and project recommendations to the TPB.

4. The City of Santa Fe in consultation with the TPB shall hire and retain MPO staff and shall, at a minimum, hire and retain an MPO Director for the purpose of daily administration of MPO activities.

5. The number of MPO staff and the physical location of MPO staff offices shall be determined jointly by the TPB and the City of Santa Fe as fiscal agent of the MPO.

6. The MPO Director shall maintain official plans and records of the MPO and shall administer the daily operations of the MPO and prepare necessary reports as required by federal regulations.

7. The MPO Director shall manage the budget and expenditures of the Santa Fe MPO planning funds as appropriated by the federal government and distributed by the New Mexico Department of Transportation.

8. The MPO Director shall be responsible for the development and update of the Metropolitan Transportation Plan, the Public Participation Plan, the Transportation Improvement Program, the List of Obligated Projects, and the Unified Planning Work Program for review by the TCC and approval by TPB.

D. Planning Data. To the maximum extent possible, the parties hereto agree to utilize common base data, statistics and projections for the planning area and to exchange pertinent planning data collected by either party.

E. Planning Area. The MPO Planning Area ("PA") within which transportation planning shall be conducted includes the City of Santa Fe and, at a minimum, those lands anticipated to urbanize over at least a twenty year period, as shown on the Santa Fe MPO Planning Area Map and attached to this Agreement.

F. Budget and Funding. The MPO shall receive federal transportation planning funds from the United States Department of Transportation ("USDOT") Federal Highway Administration ("FHWA") Section 112 funds and the Federal Transit Administration ("FTA") Section 5303 funds, as administered and distributed by the New Mexico Department of Transportation ("NMDOT") in accordance with an established allocation formula. The parties hereto shall determine on an annual basis the financial contribution of each party in providing the required local government matching funds and additional operating funds for the MPO. The City of Santa Fe shall act as fiscal agent.

II. TERM.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION. This Agreement shall continue in effect until such time as it may be terminated by either of the parties hereto pursuant to paragraph III below.

III. TERMINATION.

This Agreement may be terminated by either of the parties hereto, upon written notice delivered to the other parties at least 120 days prior to the intended date of termination. By such termination, neither party may nullify obligations incurred for performance or failure to perform prior to the date of termination.

IV. APPROPRIATIONS AND COMPENSATION.

A. Appropriations. All appropriations shall be made by procurements in accordance with the New Mexico Procurement Code, §§ 13-1-28 through 13-1-199 NMSA 1978.

B. Bateman Act Compliance. The terms of this Agreement are contingent upon

COUNTY: Attn: County Manager
Santa Fe County
120 Grant Avenue
P.O. Box 276
Santa Fe, NM 87504-0276

TESUQUE PUEBLO: Attn: Office of the Governor
Pueblo of Tesuque
Route 42 Box 360-T
Santa Fe, NM 87506

NMDOT: Attn: Office of the Secretary
NMDOT
PO Box 1149
Santa Fe, NM 87504-1149

VIII. GOVERNING LAW.

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico. Nothing herein shall be deemed or interpreted as a waiver of the sovereign immunity of the Pueblo of Tesuque.

IX. STATUS OF AGREEMENT; JPA ACT.

The parties acknowledge and agree that this Agreement constitutes an "agreement" as that term is used in the JPA Act.

X. ACCOUNTABILITY.

The City of Santa Fe shall maintain accurate and complete records of all MPO activities and, upon receipt of a reasonable written request, shall make such records available to the other parties and to the public, including any federal, state or local authority, during regular business hours.

XI. DISTRIBUTION OF RESIDUAL PROPERTY.

Upon termination of this Agreement the parties will distribute and dispose of all property acquired in connection with this Agreement. If any property is acquired in connection with this Agreement the division or distribution of which is not specifically provided for in this Agreement, then such property shall be distributed to the party that acquired it; or if the property was acquired by more than one party, the property shall be distributed to each party in accordance with that party's pro rata

share of acquisition and maintenance costs, if any, unless otherwise agreed by the parties.

XII. PUBLIC RECORDS.

The parties intend that this Agreement be considered a "public record" for purposes of the Inspection of Public Records Act, §§14-2-1 through 14-2-12 NMSA 1978.

XIII. CONFORMITY WITH JPA ACT.

The parties intend that this Agreement conform in all respects with the JPA Act, and that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement shall be deemed amended so that such controlling provisions of the JPA Act are incorporated into and made part of this Agreement, and any inconsistent provisions of this Agreement are deleted as and to the extent of the inconsistency.

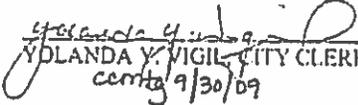
IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SANTA FE:



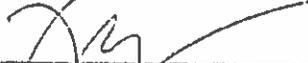
DAVID COSS, MAYOR

ATTEST:



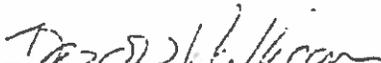
YOLANDA Y. VIGIL, CITY CLERK
certified 9/30/09

APPROVED AS TO FORM:



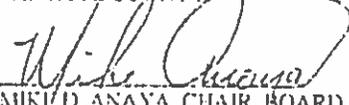
FRANK D. KATZ, CITY ATTORNEY

APPROVED:



DAVID N. MILLICAN, FINANCE DIRECTOR

SANTA FE COUNTY:



MIKE D. ANAYA, CHAIR, BOARD OF COUNTY COMMISSIONERS

ATTEST:

Valerie Espinoza
VALERIE ESPINOZA, COUNTY CLERK

APPROVED AS TO FORM:

Stephen Ross
STEPHEN ROSS, COUNTY ATTORNEY

TESUQUE PUEBLO:

Mark Mitchell
MARK MITCHELL, GOVERNOR
For

ATTEST:

Earl Samuel
EARL SAMUEL, LT. GOVERNOR

NEW MEXICO DEPARTMENT OF TRANSPORTATION:

By: [Signature]
DEPUTY SECRETARY

Date: 11/20/09

APPROVED AS TO FORM:

By: [Signature]
ASSISTANT GENERAL COUNSEL

Date: 11-17-09

THIS AGREEMENT HAS BEEN APPROVED BY:

State of New Mexico
Department of Finance Administration

By: [Signature]
Date: 12/29/09

Attachment: Santa Fe MPO Planning Area



NEW MEXICO DEPARTMENT OF
TRANSPORTATION

February 7, 2014

Mark Tibbetts
MPO Officer
Santa Fe Metropolitan Planning Organization
500 Market Street, Suite 200
P.O. Box 909
Santa Fe, NM 87504-0909

VIA EMAIL: mstibbetts@santafenm.gov

Dear Mark,

On January 31, 2014, Jessica Griffin and I met with Rodolfo Monge-Oviedo and Kim Sanchez of the Federal Highway Administration-New Mexico Division (FHWA-NM) to discuss the Santa Fe Metropolitan Planning Organization's (SFMPPO) response to the Corrective Action #1, as listed in the 2012 FHWA Process Review of SFMPO. Corrective Action #1 relates to needed updates to SFMPO's Joint Powers Agreement (JPA) and corresponding supplemental documents (such as SFMPO's Bylaws).

As specified in the Process Review report, the original due date for the updated and fully executed JPA was June 2013. In a memo from SFMPO to FHWA-NM, dated September 11, 2013, SFMPO asked for this deadline to be extended to December 2013. FHWA-NM granted the extension; however, the SFMPO did not submit communication regarding the updated JPA to the New Mexico Department of Transportation (NMDOT) or FHWA-NM until January 14, 2014.

The memo from January 14, 2014 does not adequately address the specific requests outlined in Corrective Action #1 for the following reasons:

- JPA needs to be updated to reflect new provisions in Moving Ahead for Progress in the 21st Century (MAP-21): While the specific legislation does not need to be mentioned by name, MAP-21 put forth many new provisions that will affect the responsibilities of SFMPO. For example, MAP-21 establishes new provisions related to performance measures and targets that SFMPO will be required to administer and evaluate. There are additional provisions related to asset management and maintenance of the National Highway System that also affect the responsibilities of SFMPO. The JPA should include responsibilities as related to these substantial changes, as well as note that SFMPO will comply with all federal, state and local laws. Both the Mesilla Valley and Farmington MPOs updated their JPAs to reflect these new provisions. Please review these documents if additional clarification is needed.
- Triggers for updating the JPA need to be specified in the document: The triggers for updating the JPA need to be clearly defined in the JPA. These triggers are listed on page 45 of the NMDOT Planning and Safety Division's Planning Procedures Manual (PPM).

Susana Martinez
Governor

Tom Church
Cabinet Secretary, Designate

Commissioners

Pete K. Rahn
Chairman
District 3

Ronald Schmelts
Vice Chairman
District 4

Dr. Kenneth White
Secretary
District 1

Robert R. Wallach
Commissioner
District 2

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6



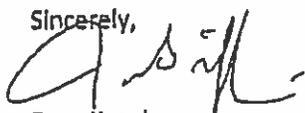
- **Conflict resolution:** Language providing a process for conflict resolution between signatory entities needs to be outlined in the JPA. SFMPO's memo refers to the conflict resolution process in the PPM; however, this process applies to conflicts that arise between NMDOT and MPOs/RTPOs. The JPA conflict resolution process will apply to parties named in the JPA: the City of Santa Fe, Santa Fe County, Tesuque Pueblo, and NMDOT, thus must be appropriately outlined in the JPA.
- **Financial responsibilities of participating parties:** The current JPA does not establish the true financial responsibilities of the participating parties. The JPA should demonstrate how each participating party is contributing their fair share. Please note that NMDOT currently does not contribute to the local match for any MPO in New Mexico.
- **Bylaws:** As indicated in SFMPO's response memo, the Bylaws of SFMPO define the decision-making structure of the organization, as referenced in the existing JPA. This is sufficient, provided the Bylaws are kept up-to-date and SFMPO provides NMDOT with proof of the formal adoption of the Bylaws (i.e. Resolution indicating approval or a signed copy of the Bylaws).
- **Additional updates:** In reviewing the current JPA, NMDOT identified other updates that SFMPO should consider while updating the JPA:
 - **B. Purposes:** In this section the required work products are identified. This section should reflect the required work products as identified on pages 49-50 of the PPM.
 - **C. Organization, 4:** Change the title "MPO Director" to "MPO Officer" to reflect the current title of mandatory staff.

At the January 30, 2014 meeting of the SFMPO Transportation Policy Board (TPB), the Board requested that the JPA be updated by the February 27, 2014 meeting. In order to meet this deadline, please provide updates according to the timeline below:

- February 14, 2014: SFMPO staff provides copy of draft JPA to NMDOT Government to Government Liaison for review. NMDOT will review for inclusion of necessary information, but will not provide formal legal review at this point.
- February 19, 2014: NMDOT provides draft JPA and comments to FHWA-NM for review. As with NMDOT, FHWA-NM will review the document for inclusion of provisions, but will not provide legal review.
- February 25, 2014: NMDOT Government to Government Liaison provides NMDOT and FHWA-NM comments to SFMPO.
- February 27, 2014: Draft JPA presented to TPB for review.

Thank you in advance for your cooperation.

Sincerely,

 for Rosa Kozub

Rosa Kozub
Government to Government Liaison to SFMPO
Planning and Safety Division



Henry P. Roybal
Commissioner, District 1

Miguel Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *February 12, 2015*

TO: *Board of County Commissioners*

FROM: *Teresa Martinez, Finance Director* 

VIA: *Adam Leigland, Public Works Department Director*
Katherine Miller, County Manager 

ITEM AND ISSUE: *BCC Meeting February 24, 2015*
Request Approval of Allocation and Direction of Capital Funding as Discussed at February 10, 2015, Board of County Commissioners Capital Funding Study Session (Finance/Teresa Martinez)

SUMMARY:

This is a request for Board of County Commissioners approval to allocate funding to finance certain specific unfunded and underfunded capital projects throughout Santa Fe County.

BACKGROUND:

On February 10, 2015, the Board of County Commissioners held a study session on a number of topics. One of the items for discussion included a presentation and analysis of existing capital projects with need for additional budgetary authority. As a part of that discussion, all of the ongoing capital projects were discussed and attention was paid to those that cannot proceed at this point for various reasons and those that require additional funding for completion.

It was recommended to redirect funding from the following projects; Aquifer Recharge & Storage, Greater Glorieta Water Supply, Greater Glorieta Wastewater Collection, Santa Fe Canyon Ranch, CR26, CR20B, CR113S, and Galisteo Village Base Course.

In addition, the financing plan was discussed to proceed with the demolition of the Old Judicial Complex on Catron Street and the construction of an administrative complex with public and staff parking. A component of that plan is to sell revenue bonds as needed for the construction of the project.

DISCUSSION:

At the study session, the Board indicated their satisfaction with the financing recommendations presented. The subject action will formally approve those recommendations, as shown on the attachment.

ACTION REQUESTED:

Approval of the allocation of funding to the projects as discussed at the February 10 study session and shown on the attachment.

Row	Project	Proj. Type	Term	Project Budget			Recommendation		Other	NOTES	
				Estimate	Allocation	Project Budget	Gap / Surplus	GRT			BONDS
Projects for Possible Redirection of Funding as of February 2015											
1	Aquifer Recharge and Storage Phase I	Utilities		\$ 1,245,000	\$ 1,245,000	\$ -	-	\$ (350,000)	\$ (350,000)		
2	Greater Glorieta Water Supply Improvement	Utilities		\$ 1,000,000	\$ 1,000,000	\$ -	-	\$ (1,000,000)	\$ (1,000,000)		
3	Greater Glorieta Wastewater Collection & Water Rec.	Utilities		\$ 900,000	\$ 900,000	\$ -	-	\$ (491,507)	\$ (491,507)		\$174,504 of allocation expended /Redirected to Thornton Ranch
4	La Bajada Ranch	Facilities		\$ 525,000	\$ 525,000	\$ -	-	\$ (350,496)			Redirect to Stanley Cyclone Center
5	County Road 26/Simmons Road	Road		\$ 460,000	\$ 460,000	\$ -	-	\$ (460,000)			Redirect to Stanley Cyclone Center
6	CR208 - White Lakes Road	Roads		\$ 415,000	\$ 415,000	\$ -	-	\$ (415,000)			Redirect to Stanley Cyclone Center
7	County Road 1135 Law Water Crossing	Roads		\$ 400,000	\$ 400,000	\$ -	-	\$ (400,000)	\$ (400,000)		Redirect to Stanley Cyclone Center
8	Galleto Village Base Course	Roads		\$ 125,000	\$ 125,000	\$ -	-	\$ (125,000)			Redirect to Stanley Cyclone Center
	TOTAL PROJECTS FOR POSSIBLE REDIRECTION OF FUNDING			\$ 5,070,000	\$ 5,070,000	\$ -	-	\$ (1,350,496)	(2,241,507)		

Row	Project	Proj. Type	Term	Estimate	Allocation	(Exp) / Surplus	GNT	Recommendation	Other	NOTES
Currently Allocated / Identified Shortfall w/ Recommendation as of February 2015										
1	197 Old Market Complex and Rehabilitation Bldg.	Facilities	mid	\$ 3,000,000	\$ 6,378,194	\$ (3,378,194)	\$ 1,000,000	\$ 1,200,000	\$ 2,000,000	Revenue bond, sale of building, other sources
2	Armstrong Regional Water System	Utilities	long	\$ 20,000,000	\$ 4,800,000	\$ (15,200,000)	\$ 1,500,000	\$ 1,500,000	\$ 1,100,000	Sale of Top of the World
3	H/VE Connector	Roads	long	\$ 7,000,000	\$ 5,500,000	\$ (1,500,000)	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000	Future GO Bond Question
4	Stanley Pipeline Center (under Town Approval Exp Anticipated)	Facilities	short	\$ 4,094,634	\$ 1,484,575	\$ 2,610,059	\$ 2,600,000	\$ 2,600,000	\$ 2,600,000	50% GRT in 2015, 50% GRT in 2016, redirect GO from other projects
5	Edo/Concepcion Sector (TLES)	Utilities	long	\$ 9,664,499	\$ 7,974,992	\$ (1,689,507)	\$ 1,491,507	\$ 1,491,507	\$ 750,000	2012 Question
6	SF County Fairgrounds/Calileo Site	Facilities	short	\$ 1,600,000	\$ 610,500	\$ (989,500)	\$ 605,000	\$ 605,000	\$ 605,000	Landlord's Tax, other sources
7	Highway 14 Area Senior Center	Facilities	short	\$ 2,100,000	\$ 1,485,000	\$ (615,000)	\$ 605,000	\$ 605,000	\$ 605,000	50% GRT in 2015, 50% GRT in 2016
8	Construct Ball Trail Segment 4 (suggest balance from leg 2-3)	Park/O/S	short	\$ 517,341	\$ 309,468	\$ (207,873)	\$ 207,873	\$ 207,873	\$ 207,873	50% GRT in 2015, 50% GRT in 2016, balance not funded by STD - GRT
9	Oblect Attorney's Complex*	Park/O/S	short	\$ 1,642,153	\$ 1,395,530	\$ (246,623)	\$ 370,000	\$ 370,000	\$ 344,612	Listed as priority project on ICFP, balance not funded by STD - GRT
10	Plan Thornton Ranch	Park/O/S	short	\$ 570,000	\$ 200,000	\$ (370,000)	\$ 370,000	\$ 370,000	\$ 370,000	\$350K redirected from ASB, balance future planning
11	Master Meters (12) Required by Annexation	Utilities	short	\$ 1,615,000	\$ 150,000	\$ (1,465,000)	\$ 281,000	\$ 281,000	\$ 350,000	5350K redirected from ASB, balance future planning
12	Los Pinos Road Low Water Crossing	Roads	short	\$ 876,000	\$ 595,000	\$ (281,000)	\$ 281,000	\$ 281,000	\$ 281,000	FY2015
13	County Road 89-C	Roads	short	\$ 652,137	\$ 430,137	\$ (222,000)	\$ 222,000	\$ 222,000	\$ 222,000	Redirected from Country Road 1135
14	County Road 89	Roads	short	\$ 1,070,000	\$ 55,000	\$ (1,015,000)	\$ 178,000	\$ 178,000	\$ 178,000	Redirected from Country Road 1135
15	Galileo Add'n of Bay/Fitness Rim (\$211K in funds in 216 & 209)	Facilities	mid	\$ 311,000	\$ 211,000	\$ (100,000)	\$ 100,000	\$ 100,000	\$ 100,000	Fire Excise Tax
16	Los Pateros OS/ Rio Quemado Watershed	Park/O/S	short	\$ 408,300	\$ 308,300	\$ (100,000)	\$ 112,000	\$ 112,000	\$ 112,000	FY 2015
17	Design Vista Aurora Sewer System Improvements Grant	Utilities	short	\$ 1,021,000	\$ 70,000	\$ (951,000)	\$ 100,000	\$ 100,000	\$ 100,000	FY 2015
18	Mt. Gabilan Hill	Park/O/S	short	\$ 1,348,542	\$ 1,746,542	\$ (398,000)	\$ 100,000	\$ 100,000	\$ 100,000	FY 2015
19	Cundyo Meeting Facility Parking and Drainage	Facilities	short	\$ 180,000	\$ 101,690	\$ (78,310)	\$ 76,000	\$ 76,000	\$ 76,000	FY 2015
20	La Cienega Water Line Extension	Utilities	short	\$ 574,000	\$ 375,900	\$ (198,100)	\$ 200,000	\$ 200,000	\$ 200,000	FY 2015
TOTAL CURRENTLY ALLOCATED/IDENTIFIED SHORTFALL w/ RECOMMENDATION				\$ 87,238,585	\$ 24,706,748	\$ (62,531,837)	\$ 7,271,901	\$ 31,341,407	\$ 5,356,623	
Projects Pending Additional Discussion										
21	South Meadows Open Space *	Park/O/S	mid	\$ 600,000	\$ 400,361	\$ (199,639)				Pending annexation discussion

* Project is pending annexation discussion with the City of Santa Fe.

Row Project	Proj. Type	Project Budget			Recommendation			NOTES	
		Estimate	Allocation	(Exp) / Surplus	GRT	BONDS	Other		
Priority Projects with Unfunded Need as of February 2015									
1	Expand Public Works Complex (Galisteo Employees)	Facilities	\$ 2,300,000		\$ (2,300,000)	\$ 2,300,000			50% GRT in 2015, 50% GRT in 2016
2	Improve Annexation Roads Phase IIb	Roads	\$ 1,000,000	\$ -	\$ (1,000,000)	\$ 1,000,000			FY 2015
3	Solarize Ken and Patty Adams Sr. Ctr.	Facilities	\$ 100,000	\$ -	\$ (100,000)	\$ 100,000			FY 2015 and FY 2016 Match
4	UGRF MATCH	Roads	\$ 200,000	\$ -	\$ (200,000)	\$ 200,000			
5	Mutual Domestic Water Systems	Utilities	\$ 800,000	\$ 800,000	\$ -				
6	Acquisition of Hyde Park Estates Water System	Utilities		\$ (115,000)	\$ (115,000)				Allocate from Mutual Domestic Water Systems
7	Chupadero MDWCA (GRT and NAMED Grant)	Utilities		\$ (305,000)	\$ (305,000)				Allocate from Mutual Domestic Water Systems
8	Canoncito MDWCA	Utilities		\$ (230,000)	\$ (230,000)				Allocate from Mutual Domestic Water Systems
11	Design & Build El Camino Real Retracement Trail (FLAP Grant)	Parks/OS	\$ 450,000	\$ -	\$ (450,000)	\$ 300,000			50% GRT in 2015, 50% GRT in 2016
12	Eldorado Addition of a Bay at Station #1	Facilities	\$ 50,000	\$ -	\$ (50,000)				Fire Fund 222
14	Improve Annexation Roads Phase IIc, Alameda (~\$1M ea.)	Roads	\$ 1,950,000	\$ -	\$ (1,950,000)	\$ 1,950,000			FY 2016
16	Solarize Other SF County Facilities	Facilities	\$ 1,500,000	\$ -	\$ (1,500,000)	\$ 250,000			FY 2015
TOTAL PRIORITY PROJECTS w/ UNFUNDED NEED			\$ 8,350,000	\$ 150,000	\$ (4,200,000)	\$ 6,100,000	\$ -	\$ 200,000	

Row	Project	Proj. Type	Estimate	Project Budget Allocation	(Exp) / Surplus	GNT Cash	Source of Allocation			Recommendation			NOTES
							BORHS	Other	GNT	BORHS	Other		
Currently Allocated / No Identified Shortfall as of February 2015													
1	Acquire, Design & Construct Santa Fe River Greenway to Siler	Part/OS	\$ 8,369,312	\$ 8,369,312	\$ -	\$ 894,067	\$ 7,475,245						
2	Guilf Plant Improvements	Utilities	\$ 3,852,418	\$ 3,852,418	\$ -	\$ 216,404	\$ 3,636,014						
3	Public Safety Complex (Phase 1 - REOC)	Facilities	\$ 2,700,000	\$ 2,700,000	\$ -	\$ 2,700,000		\$ 57,366					
4	Northern NIM Transfer Station (Jac. Land Grant)	Facilities	\$ 2,768,498	\$ 2,768,498	\$ -	\$ 2,500,000	\$ 268,498						
5	Pojoaque Recreation Complex/ Little League Fields	Part/OS	\$ 2,209,466	\$ 2,209,466	\$ -	\$ 1,855,666	\$ 353,800						
6	Old SF Trail Transit (Bike Lane)	Roads	\$ 1,889,692	\$ 1,889,692	\$ -	\$ 260,000	\$ 1,500,000						
7	Glorieta/Elsorado Sr Cir (Ken & Patty Adams)	Facilities	\$ 1,513,495	\$ 1,513,495	\$ -	\$ 1,523,495		\$ 129,692					
8	County Road 55-A General Goodwin Ranch	Roads	\$ 1,500,000	\$ 1,500,000	\$ -		\$ 1,500,000						
9	Glorieta Fire Substation	Facilities	\$ 1,433,155	\$ 1,433,155	\$ -	\$ 471,838	\$ 656,317	\$ 305,000					
10	Agua Fria Park (Romero Park) Improvements Phase I	Part/OS	\$ 1,194,083	\$ 1,194,083	\$ -	\$ 225,015	\$ 894,067	\$ 75,000					
11	IT2N Waterline Improvements	Utilities	\$ 850,000	\$ 850,000	\$ -		\$ 850,000						
12	Vista Redonda Phase 1	Roads	\$ 720,000	\$ 720,000	\$ -	\$ 120,000	\$ 600,000						
13	Phon Hills	Roads	\$ 617,000	\$ 617,000	\$ -		\$ 617,000						
14	Puesta del Sol	Roads	\$ 604,000	\$ 604,000	\$ -		\$ 604,000						
15	La Barbara Road (rescoping design to budget)	Roads	\$ 580,000	\$ 580,000	\$ -	\$ 80,000	\$ 500,000						
16	Forledo Loop	Roads	\$ 500,000	\$ 500,000	\$ -	\$ 95,000	\$ 405,000						
17	Hondo Station 1 additions	Facilities	\$ 500,348	\$ 500,348	\$ -		\$ 175,000	\$ 325,348					
18	Pojoaque Main Station	Facilities	\$ 350,062	\$ 350,062	\$ -		\$ 22,000	\$ 328,062					
19	Madrid Ball Park	Part/OS	\$ 332,000	\$ 332,000	\$ -		\$ 332,000						
20	Agua Fria Comm. Center (Nancy Rodriguez) Improvements	Facilities	\$ 300,000	\$ 300,000	\$ -	\$ 300,000							
21	Benny I. Chavez Park	Part/OS	\$ 250,000	\$ 250,000	\$ -		\$ 259,000	\$ 230,000					
22	Women's Health Services Center (IT Equipment)	Facilities	\$ 230,000	\$ 230,000	\$ -		\$ 200,000						
23	Glorieta Estates	Roads	\$ 200,000	\$ 200,000	\$ -		\$ 200,000						
24	County Road 50E - Entrada La Cereza	Roads	\$ 200,000	\$ 200,000	\$ -		\$ 200,000						
25	Solarize Five County Fire Stations Grant	Facilities	\$ 182,000	\$ 182,000	\$ -		\$ 182,000						
26	Richards Avenue By-Pass Lane (District 5 Fund\$)	Road	\$ 179,000	\$ 179,000	\$ -	\$ 149,000		\$ 182,000					
27	La Cereza/Cienegilla Springs Monitoring	Utilities	\$ 137,560	\$ 137,560	\$ -	\$ 6,750	\$ 130,810						
28	Fire Station Improvements (District 3 Funds)	Facilities	\$ 115,000	\$ 115,000	\$ -	\$ 115,000		\$ 110,000					
29	Detention Facility (Grant)	Facilities	\$ 110,000	\$ 110,000	\$ -		\$ 107,150	\$ 107,150					
30	Edgewood Senior Center Parking & Pantry	Facilities	\$ 107,500	\$ 107,500	\$ -		\$ 100,000	\$ 100,000					
31	Agua Fria Gateway Project (District 2 Funds)	Part/OS	\$ 100,000	\$ 100,000	\$ -		\$ 100,000						
32	Avenida Amistad (using upcoming \$100K NMDOT grant)	Part/OS	\$ 100,000	\$ 100,000	\$ -		\$ 100,000						
33	Elsorado Trails (District 5 Funds)	Part/OS	\$ 90,000	\$ 90,000	\$ -	\$ 90,000		\$ 100,000					
34	Leo Gurule Park Playground (District 5 Funds)	Facility	\$ 85,000	\$ 85,000	\$ -	\$ 85,000		\$ 85,000					
35	Purchase 1st Judicial Courthouse Wireless Grant	Grant	\$ 85,000	\$ 85,000	\$ -		\$ 85,000						
36	Plan / Design Agua Fria Utility (scope design to budget) Grant	Utilities	\$ 80,000	\$ 80,000	\$ -		\$ 80,000						
37	Santa Fe Mountain Center Grant	Grant	\$ 75,000	\$ 75,000	\$ -		\$ 75,000						
38	Design AWC Pinon Hills (District 2 Funds)	Road	\$ 50,000	\$ 50,000	\$ -	\$ 50,000		\$ 50,000					
39	Race Track Subdivision	Roads	\$ 317,134	\$ 317,134	\$ -		\$ 317,134						
40	Spurce Street	Roads	\$ 217,277	\$ 217,277	\$ -		\$ 217,277						
41	Avenida Buena Ventura	Roads	\$ 91,000	\$ 91,000	\$ -		\$ 91,000						
42	Calle Contando	Roads	\$ 110,600	\$ 110,600	\$ -		\$ 110,600						
43	Camino Pacifico	Roads	\$ 168,156	\$ 168,156	\$ -		\$ 168,156						
44	La Cereza RZ/CC/Library	Facilities	\$ 480,000	\$ 480,000	\$ -		\$ 337,500	\$ 142,500					
45	Herrada Road	Roads	\$ 1,413,928	\$ 1,413,928	\$ -		\$ 1,413,928						
46	TOTAL CURRENTLY IDENTIFIED / NO IDENTIFIED SHORTFALL		\$ 38,086,704	\$ 38,086,704	\$ -	\$ 11,847,635	\$ 23,190,801	\$ 3,017,918					

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