

Daniel "Danny" Mayfield
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: October 7, 2014

Re: Santa Fe Metropolitan Planning Organization Amended 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 Amended and Restated JPA being proposed for approval 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 Amended and Restated JPA as Exhibit A. 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 (Amended and Restated JPA, ¶ I(C)); (ii) identify triggers for amending the JPA in the future (Amended and Restated JPA, ¶ VI); (iii) include conflict resolution provisions (Amended and Restated JPA, ¶ I(H)); (iv) update financial responsibility provisions so as to have the County contribute a fair share of the MPO's local operating budget (Amended 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 (Amended and Restated JPA, ¶ I(G)(1)); (ii) the County's contributions are contingent upon appropriations being made by the Board to meet them (Amended and Restated JPA, ¶ I(G)(1) and ¶ IV(B)) and (iii) that the County may terminate the JPA on 120 days' notice (Amended and Restated JPA, ¶ III(A)).

Conflict Resolution. The Amended 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. Approve the Amended and Restated JPA.

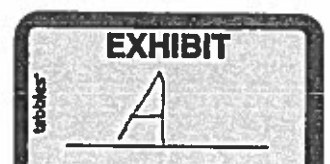
**SANTA FE METROPOLITAN PLANNING ORGANIZATION
AMENDED AND RESTATED JOINT POWERS AGREEMENT**

THIS AMENDED 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"), Tesuque Pueblo, a sovereign nation, and the New Mexico Department of Transportation ("NMDOT") is entered into as of this ____ day of _____, 2014, for the purpose of continuing the Santa Fe 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, NMSA 1978, §§ 11-1-1 through 11-1-7 (the "JPA Act"), the City, the County, NMDOT 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 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 (e.g., 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 MTP, as approved by the MPO and adopted by all parties, shall be the primary guidance for transportation policy and transportation infrastructure development within the MPO MPA over the next twenty-five (25) 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 MTP 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 UPWB 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 Exhibit A, 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.

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: 70 % to the City and 30% to the County, which is based on the ratio of population within the MPA residing within the City and unincorporated areas of the County. 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 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. NMDOT and 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 are not be limited to, the following:

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

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

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 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:

KELLY BRENNAN, CITY ATTORNEY

MARCOS TAPIA, FINANCE DIRECTOR

SANTA FE COUNTY:

DANIEL W. MAYFIELD, CHAIR
BOARD OF COUNTY COMMISSIONERS

ATTEST:

GERALDINE SALAZAR, COUNTY CLERK

APPROVED AS TO FORM:

GREGORY S. SHAFFER, COUNTY ATTORNEY

TESUQUE PUEBLO:

ROBERT MORA, GOVERNOR

ATTEST:

CHARLIE DORME, LT. GOVERNOR

NEW MEXICO DEPARTMENT OF TRANSPORTATION:

By: _____
CABINET SECRETARY OR DESIGNEE

Date: _____

APPROVED AS TO FORM:

By: _____
ASSISTANT GENERAL COUNSEL

Date: _____

THIS AGREEMENT HAS BEEN APPROVED BY:

**State of New Mexico
Department of Finance Administration**

By: _____
(Print Name)

Date: _____

Exhibit A: Map of Santa Fe MPO Metropolitan Planning Area

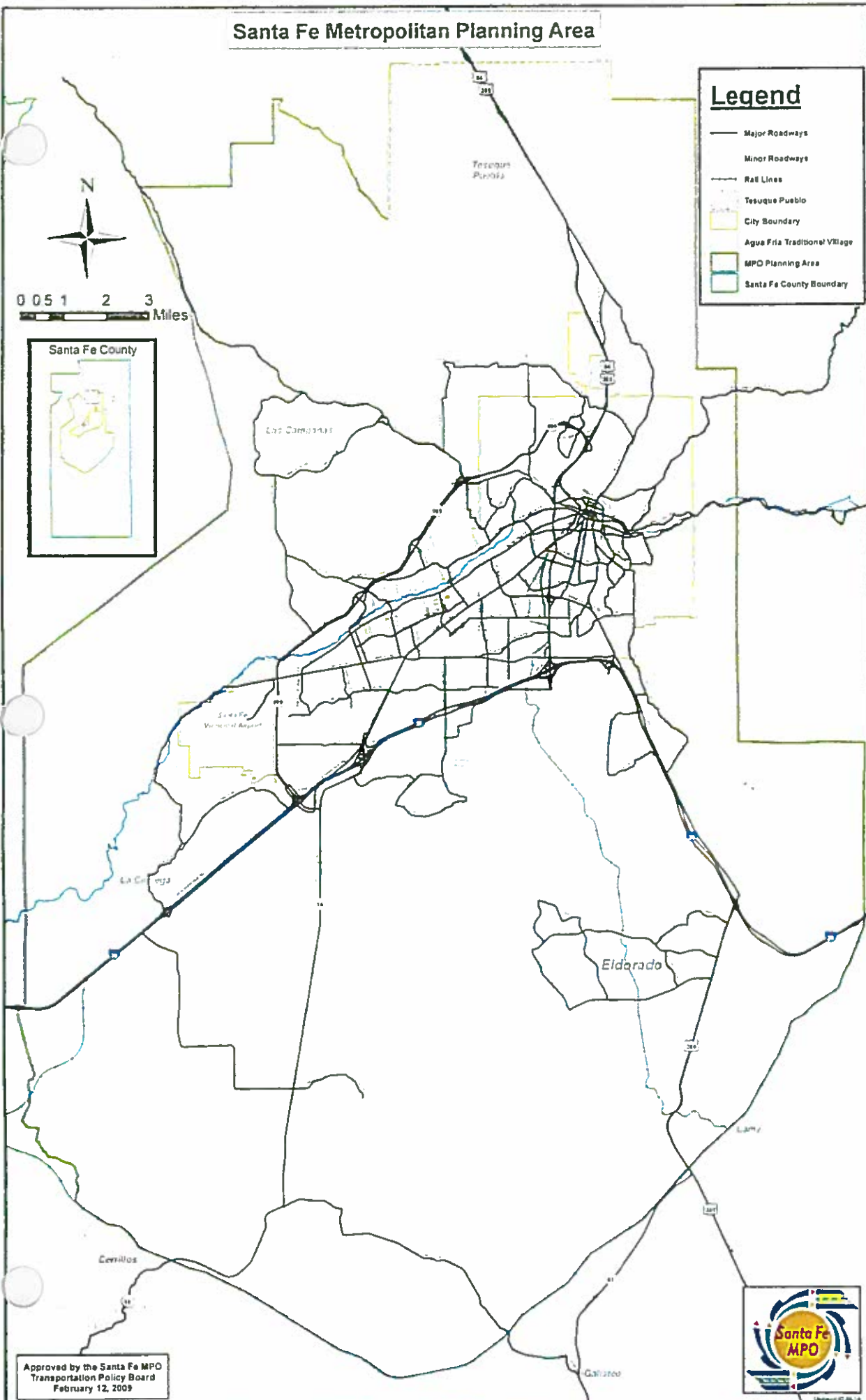
Santa Fe Metropolitan Planning Area

Legend

- Major Roadways
- Minor Roadways
- Rail Lines
- Tesuque Pueblo
- City Boundary
- Agua Fria Traditional Village
- MPO Planning Area
- Santa Fe County Boundary

0 0.5 1 2 3 Miles

Santa Fe County



Approved by the Santa Fe MPO
Transportation Policy Board
February 12, 2009



EXHIBIT

A

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 ("NMDOT") 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 ("NMDOT") 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

sufficient appropriations and authorizations being made or given by the parties to perform under this Agreement. If sufficient appropriations and authorizations are not made or given by the parties, this Agreement may be terminated by either of the parties; or this Agreement may be amended in accordance with paragraph VII below. Either party's decision as to whether sufficient appropriations are available shall be accepted by the other party 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 § 11-1-6 NMSA 1978 or under the Tort Claims Act or any other applicable law or ordinance. Nothing herein shall be deemed or interpreted as a waiver of the sovereign immunity of the Pueblo of Tesuque.

VI. AMENDMENT.

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration (DFA).

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
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.

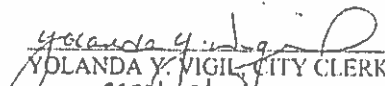
The parties intend that this Agreement conform in all respects with the JPA Act, and that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control and this Agreement 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: MPH
DEPUTY SECRETARY

Date: 11/20/09

APPROVED AS TO FORM:

By: Spencer Lopez
ASSISTANT GENERAL COUNSEL

Date: 11-17-09

THIS AGREEMENT HAS BEEN APPROVED BY:

State of New Mexico
Department of Finance Administration

By: R. H. D.

Date: 12/29/09 PR

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 SFMPPO. Corrective Action #1 relates to needed updates to SFMPPO's Joint Powers Agreement (JPA) and corresponding supplemental documents (such as SFMPPO'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 SFMPPO to FHWA-NM, dated September 11, 2013, SFMPPO asked for this deadline to be extended to December 2013. FHWA-NM granted the extension; however, the SFMPPO 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 SFMPPO. For example, MAP-21 establishes new provisions related to performance measures and targets that SFMPPO 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 SFMPPO. The JPA should include responsibilities as related to these substantial changes, as well as note that SFMPPO 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

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Secretary
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District 2

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Jackson Gibson
Commissioner
District 6

EXHIBIT

C

- 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

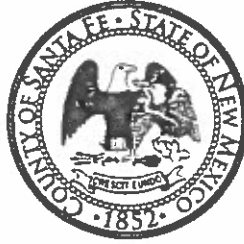
Government to Government Liaison to SFMPO
Planning and Safety Division



Daniel "Danny" Mayfield
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

To: Santa Fe County Board of County Commissioners

From: Rachel O'Connor, Community Services Department Director

Via: Katherine Miller, County Manager. *KM*

Date: September 9, 2014

Re: Approval of County Health Care Assistance Claims in the Amount of \$75,535.00
(Community Services Department/Rachel O'Connor)

ISSUE:

Approval of County Health Care Assistance claims in the amount of \$75,535.00.

BACKGROUND:

The BCC has approved FY 2015 funding for the County Health Care Assistance Fund, to fund community-based providers, including ambulance providers. The Health Care Assistance Program has processed claims this month in the amount of \$75,535.00, as indicated on the Presentation of Claims document. This represents \$7,720 for FY2014 dates of service and \$67,815 for dates of service in the current fiscal year.

RECOMMENDATION:

We recommend the approval of County Health Care Assistance claims in the amount of \$75,535.00.

- **Presentation of Claims for Approval**

Santa Fe County Health Care Assistance Fund Community-Based Providers
Fiscal Year 2015

30-Sep-14

Provider Name	FY 15 Allocated Funding	Claims from FY14 Approved Through August 26, 2014	Claims from FY14 Presented September 30, 2014	Claims from FY15 Approved Through August 26, 2014	Claims from FY15 Presented September 30, 2014	FY 15 Remaining Balance	% Remaining
Primary Care Providers							
La Familia Medical Center	425,000.00	18,686.00	6,129.00	16,394.00	23,941.00	359,850.00	85%
SW Care/Women's Health Services	40,000.00	1,184.71	315.00		540.00	37,960.29	95%
PMS: Hope Medical Center & Orliz Mountain Health	7,000.00					7,000.00	100%
El Centro of Northern of NM	7,000.00					7,000.00	100%
First Choice Healthcare	500.00					500.00	100%
Pecos Valley Medical Center	500.00					500.00	100%
Total Primary Care Providers	480,000.00	19,870.71	6,444.00	16,394.00	24,481.00	412,810.29	86%
Substance Abuse Treatment Providers							
Santa Fe Recovery Center	191,000.00	7,165.00	60.00		43,270.00	140,505.00	74%
Life Link	43,000.00	745.00		64.00		42,191.00	98%
Hoy Recovery Program	6,000.00					6,000.00	100%
Millennium Treatment Services	1,000.00					1,000.00	100%
<i>Set-aside for third-party assessment for need for residential treatment</i>	9,000.00					9,000.00	100%
Total Substance Abuse Treatment Providers	250,000.00	7,910.00	60.00	64.00	43,270.00	198,696.00	79%
Mental Health Providers							
Life Link	50,000.00	64.00		64.00	64.00	49,808.00	100%
PMS PACT Team	25,000.00					25,000.00	100%
Total Mental Health Providers	75,000.00	64.00		64.00	64.00	74,808.00	100%
Ambulance Providers							
City of Santa Fe Ambulance Services	21,000.00					21,000.00	100%
Santa Fe County Fire Department	21,000.00	939.04				20,060.96	96%
Espanola Hospital Ambulance	3,000.00					3,000.00	100%
Total Ambulance Providers	45,000.00	939.04				44,060.96	98%
Contingency	25,000.00					25,000.00	100%
Total Health Care Assistance Provider Claims	875,000.00	28,783.75	6,504.00	16,522.00	67,815.00	755,375.25	86%
UNM Health Sciences Center (FY 2014 Funding)							
Cremations (Under Separate Cover)	25,000.00	11,223.91	1,216.00	2,400.00	600.00	21,400.00	86%
Grand Total	900,000.00	40,007.66	7,720.00	16,522.00	67,815.00	767,935.34	85%

