

SANTA FE COUNTY

RESOLUTION 2017 - 43

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A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on May 9, 2017, did request the following budget adjustment:

Department / Division: Public Works/Administration Fund Name: Road Projects Fund

Budget Adjustment Type: Budget Increase Fiscal Year: 2017 (July 1, 2016 - June 30, 2017)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
311	0668	360	0190	Contributions/Donations/Agreements	\$78,000	
TOTAL (if SUBTOTAL, check here)					\$78,000	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
311	0668	453	8010	Capital Purchases/Roadways Bridge/Culvert	\$78,000	
TOTAL (if SUBTOTAL, check here)					\$78,000	

Requesting Department Approval: Erik Aaboe Title: Business Finance Manager Date: 4/18/17

Finance Department Approval: Don May Date: 4-26-17 Entered by: _____ Date: _____

County Manager Approval: Lorraine G. Miller Date: 5.9.17 Updated by: _____ Date: _____

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ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Erik Aaboe Dept/Div: Public Works/Administration Phone No.: 986-6209

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) Please summarize the request and its purpose.

The Santa Fe County Public Works Department received a grant to make improvements to roads in the La Tierra Subdivision in the amount of \$95,000. This funding from a state appropriation is already budgeted. In addition to the grant the La Tierra Association has agreed to contribute \$78,000 to the project in Agreement No. 2017-0247-PW/KE for the placement of a double chip seal application on some of the roads. The total estimated cost of the project is \$200,000.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8011	Double chip seal application for roads in the La Tierra subdivision.	\$78,000

- 2) Is the budget action for RECURRING expense or for NON-RECURRING (one-time only) expense X

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ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Erik Aaboe Dept/Div: Public Works/Administration Phone No.: 986-6209

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
 - a) If this is a state special appropriation, YES NO X NO X NO X NO X This will impact the Roads Project Fund (311)
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES NO X NO X NO X NO X
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
 - c) Is this request is a result of Commission action? YES NO X NO X NO X NO X
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
 - d) Please identify other funding sources used to match this request.

Funding of \$78,000 included in the budget has been contributed by the La Tierra Association, Inc.

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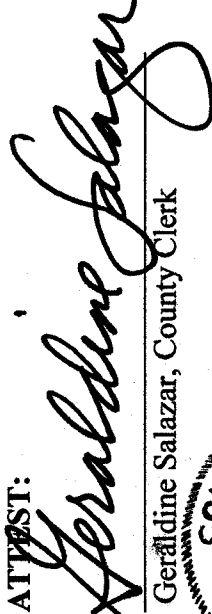
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 9th Day of May, 2017.

Santa Fe Board of County Commissioners


Henry Roybal, Chairperson

ATTEST:


Geraldine Salazar, County Clerk



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 10

Hereby Certify That This Instrument Was Filed for
Record On The 15TH Day Of May, 2017 at 10:27:56 AM
and Was Duly Recorded as Instrument # 1825494
if The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy  County Clerk, Santa Fe, NM



**AGREEMENT FOR
ROAD IMPROVEMENTS TO
ROADS IN THE LA TIERRA SUBDIVISION
SANTA FE COUNTY, NEW MEXICO**

This Agreement is made this 11 day of April 2017, by and between **Santa Fe County**, New Mexico (hereinafter "County"), a political subdivision of the state of New Mexico, and **The La Tierra Association, Inc.** (hereinafter "Association"). P.O. Box 45628, Rio Rancho, NM 87174-5628.

WHEREAS, the County is responsible for maintenance, repair and improvements to these County roads within the La Tierra Subdivision; and

WHEREAS, the Association has requested that a double chip seal application be made on some of the roads within the La Tierra Subdivision; and

WHEREAS, the County has estimated that chip seal improvements to the roads within the subdivision, described on Exhibit "A" will cost approximately \$173,000.00 to improve; and

WHEREAS, the County does not have the available funds to provide the chip seal improvements on the roads within the La Tierra Subdivision; and

WHEREAS, the County has received a \$95,000.00 legislative appropriation for the chip seal improvements on roads within the La Tierra Subdivision; and

WHEREAS, the County budgeted \$30,000 from Commission District 2 Capital Outlay GRT for the project; and

WHEREAS, the Association committed to provide a \$78,000.00 match to utilize the legislative appropriation for road improvements within the Subdivision; and

WHEREAS, the parties desire to enter into an agreement whereby the Association will pay up to \$78,000.00 to the County for the material costs and expenses for the chip seal improvements to the roads within the La Tierra Subdivision; and

WHEREAS, the County will hire a licensed contractor to do chip seal improvements to the roads within the Subdivision; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. SCOPE.

The County will reconstruct the roads and provide a double penetration chip seal on the roads within the La Tierra Subdivision listed on Exhibit "A". Such improvements, repairs, maintenance and resurfacing shall include repairing and improving roadsides, and chip seal

resurfacing, including the reclaiming of surface (process, place and compact) where needed. The intent is to clean, repair and maintain the road surface. All repairs, maintenance and improvements shall hereinafter be referred to as the work. This Agreement shall include the repair and maintenance of existing road surface.

2. STANDARD.

The parties recognize that there are differing standards for new road construction versus maintenance standards of previously constructed roads and that the roads, subject to this Agreement, were originally constructed to the County's road standards at the time the La Tierra Subdivision was created. Therefore, nothing contained herein shall require the County to conduct such studies and reviews as might be necessary to determine the extent of construction required to improve such road to meet current standards of new road construction. Further, the County is not, by this Agreement, bound to improve said roads to new road standards. The parties understand that the Work performed under this Agreement shall be performed according to what is determined necessary by County personnel relying on their experience and expertise in order to achieve reasonably safe road conditions and the reasonable elimination or reduction of the deterioration of the road and associated problems. The parties agree that the Work will be performed according to all current and applicable maintenance and improvement standards only. To the extent that it is reasonable and practical and, where appropriate, the County will seek to employ the new road construction standards set forth in the current New Mexico Highway Department's "Standard Specifications for Highway and Bridge Construction" (for new road construction).

3. COMMENCEMENT.

The Work contemplated under this Agreement shall commence in the summer of 2017 and shall proceed on a timely basis until completed.

4. ELIGIBLE COSTS AND EXPENSES.

The eligible costs and expenses under this Agreement shall be limited to any private contractor directly used to perform any work under this Agreement.

5. PAYMENT.

The Association hereby agrees to deposit, with the Santa Fe County Treasurer a total amount of \$78,000.00 for the eligible costs and expenses as defined herein.

Upon completion of the Work, the County will prepare an itemized statement, which will be provided to the Association with the specific work completed, along with the costs and expenses for labor, materials and equipment by showing the number of personnel and total hours worked, amount and type of materials and any specialized equipment used. Any unused funding provided by the Association will be refunded within 30 days upon receipt of the statement.

6. ACCOUNTING AND APPLICATION.

The County shall account for the receipt of all payments under a separate line item in the County's budget. All accounting shall be completed pursuant to generally accepted accounting practices and applicable New Mexico statutes. No payment made under this Agreement shall be considered a tax or assessment of any nature.

7. TERM.

This Agreement shall commence as set forth in Paragraph 3 above and terminate upon completion of the Work or on December 1, 2017, whichever is earlier. Either party may terminate this Agreement upon 30 days' written notice to the other party, provided that the County shall be required to complete any Work in progress and the Association shall be required to pay for any Work completed. The foregoing is subject to the availability of funds by both parties and the determination of the availability of County funds and resources is in the sole discretion of the County.

8. TORT CLAIM LIABILITY.

Nothing contained herein shall be deemed a waiver by the County of its rights pursuant to 41-4-1, et. seq. NMSA 1978 (the NM Tort Claims Act). The County hereby acknowledges and agrees that by entering into this Agreement, the Association shall not incur any liability to any third party or entity for any injury or damage resulting from the Work completed or in progress.

9. MISCELLANEOUS.

This Agreement:

(a) constitutes the entire agreement between the parties and supersedes and replaces any and all prior and contemporaneous written and oral agreements, promises, representations, or conditions with respect thereto;

(b) shall be construed and enforced in accordance with the laws of the State of New Mexico;

(c) shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives;

(d) may be modified only by a writing duly executed by the parties;

(e) may not be assigned or delegated by either party without the written consent of the other party. Any purported assignment without such consent shall be void and shall entitle the other party to the remedies allowed herein for a default in the performance of this Agreement;

(f) is the product of mutual effort and shall not be construed against one party in favor of the other.

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

Agreement 2017-0247-PW/KE

If any provision of this Agreement, or application thereof, shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and any application of its other provisions shall remain in full force and effect.

The title and paragraph headings used in this Agreement are solely for the convenience of the parties and shall not be used to explain, construe, modify or aid in the interpretation of the provisions of this Agreement.

10. NOTICE.

All notices required to be given to the County shall be mailed (pre-postage paid) to the County at:

Santa Fe County
Attn: Director, Roads Division
Santa Fe County Public Works Department
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

The Association: The La Tierra Association, Inc.
Attn: Carol Couch, Secretary
17 ~~Vuelta Road~~ ROSAL
Santa Fe, NM 87506

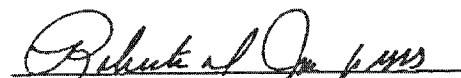
IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year last shown below.

SANTA FE COUNTY


Katherine Miller, County Manager

4.11.2017
Date

Approved as to form:


Gregory S. Shaffer, County Attorney

3-29-17
Date

Agreement 2017-0247-PW/KE

Finance Department:

Don Moya
Don D. Moya, Finance Director

4-3-12
Date

THE LA TIERRA ASSOCIATION, INC.

Alvie M. Davis, President
(signature and title)

4-6-17
Date

EXHIBIT A**LA TIERRA SUBDIVISION
COUNTY MAINTAINED ROADS**

<u>ROAD:</u>	<u>BEGIN:</u>	<u>END:</u>	<u>LENGTH:</u>	<u>ESTIMATE:</u>
Camino Montuoso	Paseo de la Tierra	Dead end	0.69 miles	\$57,295.00
Vuelta Herradura	Estrada Redonda	Loop	0.65 miles	\$65,385.00
Estrada Redonda	Estrada Calabasa East		0.64 miles	\$50,320.00
			1.98 miles	\$173,000.00

The costs are exclusive of NM GRT of 7%

The Cost Estimates are based on our current On-Call Road Maintenance Agreement,

Funding for La Tierra Chip Seal Project

- La Tierra HOA **\$78,000**
- From Commissioner Chavez **\$30,000 (313-0132-483-8010)**
- State Grant **\$95,000 (311-0668-)**