

SANTA FE COUNTY
RESOLUTION 2019- 153

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

Whereas, the Board of County Commissioners meeting in regular session on December 10, 2019, did request the following budget adjustment:

Department / Division Growth Management/Community Development
Budget Adjustment Type (drop down) Budget Increase Fiscal Year: 2020 (July 1, 2019 - June 30, 2020)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	00-00	385	00-00	General Fund/Subsidies/Budgeted Cash	\$ 25,172.00	
TOTAL					\$ 25,172.00	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	0518	414	50-03	General Fund/Community Development/Contractual services	\$ 25,172.00	
TOTAL					\$ 25,172.00	\$ -

Requesting Department Approval: Penny Ellis-Green Title: Growth Management Director Date: Log # 0743
Finance Department Approval: [Signature] Date: 6-10-21 DEPT. CLERK KREIER Date: 6-10-21 Entered by: [Signature] Date: 6-10-21 Budget Administrator [Signature]
County Manager Approval: [Signature] Date: 12-10-19 Updated by: [Signature] Date: 6-10-21

RESOLUTION 2019- 153**BUDGET ADJUSTMENT CONTINUATION SHEET**

BUDGETED REVENUES: (use continuation sheet, if necessary)

[illegible]

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
				SUB CLERK RECORDED 12/11/2019		
Subtotal from Second Page				\$ -	\$ -	\$ -
Total of All Pages				\$ 25,172.00	\$ -	\$ -

SANTA FE COUNTY
RESOLUTION 2019- 153

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

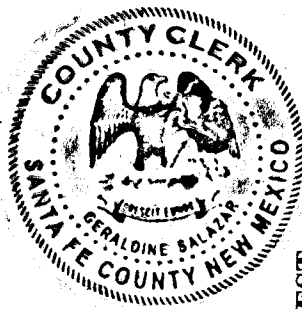
1	Please summarize the request and its purpose in the area below. The North Central Regional Transit District (NCRTD) provides free and premium fare-based bus transit, connecting communities and pueblos throughout the counties of north central New Mexico. Santa Fe County, through a Memorandum of Agreement (MOA) #2019-0120-GM/MAM, with the NCRTD has agreed to help fund the transit service for the Mountain Trail route, which provides transit service to the north end of Hyde Park Road. In FY19, NCRTD asked Santa Fe County for an additional year of contributions because they had not yet made the Mountain Trail route a regular route; however the funding was not budgeted for FY20. NCRTD is again requesting an additional contribution from Santa Fe County of \$25,172 for the Route 255-Mountain Trail in FY20. Other local government partners of this route include the City of Santa Fe and Rio Metro RTD with contributions of \$25,172 and \$15,000, respectively. This BAR is only necessary if Amendment No. 1 to Memorandum of Agreement 2019-0120-GM/MAM is approved.				Recurring	Non-Recurring
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
3	Does this request impact a revenue source?		Yes	No		
			<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	B. Does this include state or federal funds? 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.		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	C. Is this request is a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc)		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	D. Is a match required? If Yes, please identify funding source in the line below.		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW					
FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY /LINE ITEM		
				AMOUNT		
				BUDGETED (Drop Down)		

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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

SANTA FE COUNTY
RESOLUTION 2019- 153

Approved, Adopted, and Passed This 10th Day of December, 2019.



Santa Fe Board of County Commissioners

Anna T Hamilton

Anna T. Hamilton, Chairperson

ATTEST:

Geraldine Salazar
Geraldine Salazar, County Clerk



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

I Hereby Certify That This Instrument Was Filed for
Record On The 11TH Day Of December, 2019 at 11:02:02 AM
And Was Duly Recorded as Instrument # 1904095
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office

Estrella Martinez

Deputy County Clerk, Santa Fe, NM

SFC CLERK RECORDED 12/11/2019

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE
NORTH CENTRAL REGIONAL TRANSIT DISTRICT
TO PROVIDE FOR CONTRIBUTION OF FUNDING FOR
THE MOUNTAIN TRAIL ROUTE**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as the "Agreement") is entered into on this 8th day of January, 2019, by and between Santa Fe County (hereinafter the "County"), a political subdivision of the state of New Mexico, and the North Central Regional Transit District (hereinafter "NCRTD"), a political subdivision of the state of New Mexico created pursuant to NMSA 1978, Section 73-25-1, et seq.

RECITALS

WHEREAS, this Agreement confirms the parties' commitment and mutual cooperation on regional transit routes; and

WHEREAS, pursuant to the authority in NMSA 1978, Section 73-25-1, et seq., the Regional Transit District Act (the Act) the NCRTD is authorized to finance, construct, operate, maintain and promote an efficient sustainable transportation system; and

WHEREAS, in 2015 the County and NCRTD entered into a Memorandum of Understanding to support the launch, on a trial basis, of NCRTD's new "Mountain Trail Route;" and

WHEREAS, the Mountain Trail Route provides transit service from the City of Santa Fe to the area at the North end of Hyde Park Road; and

WHEREAS, the Mountain Trail Route was successfully launched but still requires further adaptation and modification to optimize service; and

WHEREAS, the NCRTD wishes to continue to operate the Mountain Trail Route as a premium service that benefits the citizens of Santa Fe County; and

WHEREAS, continued operation of the Mountain Trail Route requires financial contribution and support beyond the NCRTD's current revenue and the County wishes to contribute funding to the NCRTD for the NCRTD's continued operation of the Mountain Trail Route; and

WHEREAS, the County will contribute funds to the NCRTD for the continued operation of the Mountain Trail Route in accordance with the terms and conditions of this Agreement.

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

1. SCOPE OF AGREEMENT

A. The NCRTD will:

(1) Operate the Mountain Trail Route in accordance with NCRTD's standards, procedures and policies.

(2) Expend any funding received from the County under this Agreement solely and exclusively for the operation of the Mountain Trail Route.

(3) Further develop, refine and implement year round transit services for a non-winter schedule (commences the day following the close of Ski Santa Fe and concludes the day prior to its opening) and a Winter schedule (effective Thanksgiving Day or upon the opening of Ski Santa Fe through April 2 or the closing of Ski Santa Fe) with 7-day a week service for the Mountain Trail Route. Nothing in this Agreement shall limit NCRTD's ability to amend the route, dates of operation, hours of operation, or service levels depending on the availability of funding, the viability and safety of the Mountain Trail Route and other criteria as determined by NCRTD. NCRTD shall provide the County with 15 days advance written notice of any such changes in the route, dates of operation, hours of operation, or service levels.

B. The County will provide economic development funds in the amount of \$25,172.00 in FY 2019. The transfer of these funds to the NCRTD will be completed no later than December 31, 2018.

2. EXCESSIVE FUNDS

The contribution of funds under this Agreement shall not foreclose the right of the County to recover excessive payment in the event Contractor permanently terminates the operation of the Mountain Trail Route during the term of this Agreement or otherwise breaches this Agreement.

3. EFFECTIVE DATE AND TERM; FUNDING CONTRIBUTION

This Agreement shall become effective upon the date of last signature by the parties and shall terminate December 31, 2019 unless terminated earlier pursuant to Section 4 (Termination) or Section 14 (Appropriations and Authorizations). The parties have the option to mutually agree to extend the term of this Agreement.

If the amount of the contribution stated in 1.B (1) above increases or decreases during the term of this Agreement, the change contribution shall be acknowledged by the parties by an amendment to this Agreement.

4. TERMINATION

This Agreement may be terminated by either party upon written notice delivered to the other party at least 30 days prior to the intended date of termination. Upon termination of this Agreement, any unmatched and unexpended funds that were contributed by the County under this Agreement shall be returned by NCRTD to the County.

5. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

6. NO THIRD-PARTY BENEFICIARIES

The NCRTD and the County are the only parties to this Agreement. Nothing in this Agreement provides any benefit or right, directly or indirectly, to third parties. This Agreement was not intended to and does not create any rights in any persons or party not a party to this Agreement. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any right, benefit, protection, release, or other consideration under this Agreement.

7. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements or terms or conditions of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Neither party shall be responsible for liability incurred as a result of the other party's negligence, acts or omissions in connection with this Agreement. Any liability incurred by the County or NCRTD 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.

8. NO WAIVER OF IMMUNITIES, DEFENSES OR PROTECTIONS

Nothing in this Agreement waives or alters any immunities, defenses or protections provided to the County or NCRTD, and their respective employees, agents, commissioners, board members, or officers. No provision of this Agreement shall be deemed a waiver of immunity, an agreement to indemnify the other party, or to create or effect liabilities between the parties.

9. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability applicable to the County or NCRTD and their respective employees, agents,

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board members, or commissioners or at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

10. ACCOUNTABILITY

During the term of this Agreement and for a period of six years thereafter, each the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

11. AMENDMENT

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

12. INTEGRATION CLAUSE

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

13. APPLICABLE LAW; VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, First Judicial District, Santa Fe County or Rio Arriba County.

14. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Santa Fe County Board of County Commissioners and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorization are not made by the Legislature in this or future fiscal years, this Agreement shall terminate upon written notice being given by the County to NCRTD and the County shall have no duty to compensate the NCRTD for expenditures made in the performance of this Agreement incurred after written notice to the NCRTD is provided by the County pursuant to this paragraph. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations are available shall be accepted by the NCRTD and shall be final and not subject to challenge by the NCRTD.

The NCRTD will make best efforts to operate the Mountain Trail Route subject to sufficient revenue to support operations. Any and all services by the NCRTD shall be contingent upon sufficient funding. Any decision by NCRTD to terminate or cease operations of the Mountain Trail Route for insufficient funding shall not constitute a breach of this Agreement by NCRTD.

15. REQUIRED APPROVALS

This Agreement will not be final or binding upon the parties until or unless approved by both parties.

16. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. EQUAL OPPORTUNITY COMPLIANCE

Each party agrees to abide by all federal and state laws, rules and regulations, pertaining to equal employment opportunity. It is the policy of Santa Fe County to ensure equal employment opportunity to all persons regardless of race, color, age, physical or mental handicap, sex, national origin, ancestry, religion, serious medical condition, sexual orientation, gender identity, political affiliation or spousal affiliation. The County encourages those who do business with the County to practice equal employment opportunity. If a party is found not to be in compliance with this policy during the life of this Agreement, that party agrees to take appropriate steps to correct these deficiencies.

18. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held void, invalid or unenforceable, such provision shall be severed from the remainder of the Agreement and the remainder of this Agreement shall not be affected and shall be valid and enforceable.

19. 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.

For NCRTD: Anthony Mortillaro, Executive Director
North Central Regional Transit District
1327 North Riverside Drive

Espanola, New Mexico 87532

For County: Katherine Miller
Santa Fe County Manager
PO Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

20. COMPLIANCE WITH STATE AND FEDERAL REQUIREMENTS

The NCRTD and the County shall assure compliance with all applicable state and federal statutes and regulations in the performance of this Agreement.

21. AUTHORIZATION

The parties warrant that each signatory to this Agreement is authorized to execute this Agreement on behalf of its respective party.

22. MERGER AND INTEGRATION

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof.

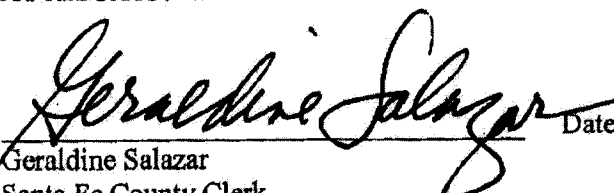
IN WITNESS WHEREOF the parties have duly executed this Agreement effective on the date of last signature by the parties.

SANTA FE COUNTY


Anna Hansen, Chair
Santa Fe Board of County Commissioners



ATTESTATION:


Geraldine Salazar
Santa Fe County Clerk
Approved as to form: Date: 1-8-2019


R. Bruce Frederick
Santa Fe County Attorney
Date: 11-13-18

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