

SANTA FE COUNTY RESOLUTION 2021- 096

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

Whereas, the Board of County Commissioners meeting in regular session on 11/01/21, did request the following budget adjustment:

Department / Division Community Services Department/DWI Fiscal Year: 2022 (July 1, 2021 - June 30, 2022)
 Budget Adjustment Type (drop down): **Other**

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
241	0405	371	0400	Revenue	\$	12,143
Total					\$ -	\$ 12,143

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
241	0405	464	60-07	Operational Supplies	\$	12,143
Total					\$ -	\$ 12,143

Requesting Department Approval: Chanelle Delgado Title: Youth Administrative Program Manager Date: 10/22/2012 Log # 666
 Capital/Grants Approval: Annette G. Baca, Accountant Senior/Grants Date: 10-21-2021 Budget Administrator: Tom Steen
 Finance Dept Approval: Tom Steen Date: 10/27/2021 Entered by: _____ Date: _____
 County Mgr Approval: Chanelle Delgado Date: 10/27/2021 Updated by: _____ Date: _____

RESOLUTION 2021- 016

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 Santa Fe County DWI Program applies for the Community DWI Program (CDWI) funding from the New Mexico Department of Transportation yearly. Every year the County receives a pre-determined amount that Santa Fe County DWI Program can apply for. The application is available after Santa Fe County prepares its budget. As rule of thumb, we estimate the grant budget from the prior year's allocation amount. Therefore, the FY22 amount budgeted of \$29,570.00 needs to be reduced by \$12,143.00 to agree to the amount received.

	Recurring	Non-Recurring
Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		X

2

Does this request impact a revenue source?	Yes	No
	X	

3

A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy		X
--	--	---

B. Does this include state or federal funds? CDWI Grant #02-CD-05-091	X	
---	---	--

C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)		X
---	--	---

D. Is a match required? If Yes, please identify funding source in the line below.		X
---	--	---

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)

SEC CLERK RECORDED 11/10/2021

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 November, 2021.

Santa Fe Board of County Commissioners

[Signature]

Henry P. Roybal, Chairperson

ATTEST:

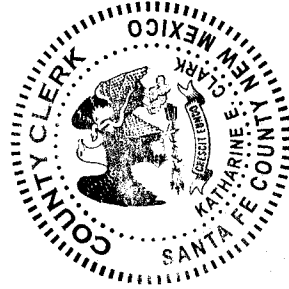
[Signature]

Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
I Hereby Certify That This Instrument Was Filed for Record On The 10TH Day Of November, 2021 at 08:36:09 AM And Was Duly Recorded as Instrument # 1971300 Of The Records Of Santa Fe County

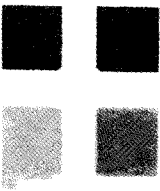
BCC RESOLUTIONS
PAGES: 15

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy *[Signature]* County Clerk, Santa Fe, NM



SFC CLERK RECORDED 11/10/2021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	BAR'S	ADJUSTED BUDGET	ACTUALS	ENCUMB BALANCES (EXPENSES ONLY)	AVAIL. BUDGET BALANCE
HEALTH & HUMAN SVCS DEPT							
DWI COMMUNITY							
DWI-PREVENTION							
241-0405-371.04-00	DWI-PREVENTION	29,570	0	29,570	8,109	0	21,461
*	DWI-PREVENTION	29,570	0	29,570	8,109	0	21,461
SUPPLIES							
241-0405-464.60-07	OPERATIONAL SUPPLIES	29,570	0	29,570	0	0	29,570
*	SUPPLIES	29,570	0	29,570	0	0	29,570
**	DWI COMMUNITY	59,140	0	59,140	8,109	0	51,031
***	HEALTH & HUMAN SVCS DEPT	59,140	0	59,140	8,109	0	51,031
****	ALCOHOL PROGRAMS FUND	59,140	0	59,140	8,109	0	51,031
		59,140	0	59,140	8,109	0	51,031



MEMORANDUM

Date: June 29, 2021

To: Michael R. Sandoval, Cabinet Secretary

Through: Jeff Barela, Traffic Safety Division Director *Jeff Barela*
Jeff Barela: Jun 29, 2021 09:07 AM EDT

From: Kimberly Wildharber, Staff Manager, TSD

Subject: Justification for Community DWI Program (CDWI) Project Agreement between the New Mexico Department of Transportation Traffic Safety Division and Santa Fe County

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

SFC CLERK RECORDED 11/10/2021

John Vargas, TSD program manager Phone # 505-231-6784 will oversee this project. The agreement provides State Community DWI (CDWI) Funds to Santa Fe County as shown below.

AGENCY	CDWI PN	FY 22 CDWI \$
Santa Fe County	02-CD-05-091	\$17,427.00

Funding for the CDWI project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Section 31-12-7(B), and NMAC 18.20.6. Funds available for CDWI programs are dependent upon the 'fees' imposed and collected from each County. TSD distributes CDWI funds in proportion to the fees collected by the courts and law enforcement.

Counties submit applications detailing their agency's plan to expend funding to TSD on an annual basis upon notification of funding available. The Counties use the funding to conduct enforcement activities to include DWI checkpoint and saturation patrols, DWI prevention activities such as programs in the schools, public information, and education programs aimed at drivers, and DWI offender programs. The Counties are encouraged to sub-contract with local governments within their County to conduct allowable activities. Counties may allocate their funding to the New Mexico State Police who will conduct activities in the Counties they receive allocated funding from.

The term of all these agreements is from date of execution to June 30, 2022.

Office of General Counsel Contract Brief Form

Date: August 2, 2021 **From:** John Vargas **Location:** Traffic Safety Division

Phone: 505-231-6784 **Agency:** NMDOT

Contractor: Santa Fe County

Project No.: 02-CD-05-091

NEW CONTRACT

- Copy of RFP, if applicable
- Copy of approved sole source justification
- Copy of approved small purchase justification
- Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT

- Scope of Work
- Additional Compensation
- Time extension

Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.

Please make corrections on pages _

I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

SFC CLERK RECORDED 11/10/2021

CONTRACT NUMBER: TS04878

VENDOR NUMBER: 0000054297

GRANT AGREEMENT

This grant agreement ("Agreement") is between the New Mexico Department of Transportation ("Department") and Santa Fe County ("Grantee"), collectively referred to as "the Parties." The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 02-CD-05-091, \$17,427.00, (Project).
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the Agreement and for three (3) years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving

SFC CLERK RECORDED 11/10/2021

the Grantee thirty (30) days written notice. On receipt of a notice of termination, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement, and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21.
 - b. All federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15. In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or disability, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.
 - c. State laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations.

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504


to the Grantee at:
Santa Fe County
Attn: Chanelle Delgado
P.O. Box 276
Santa Fe, NM 87504-0276

10. **Severability.** The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties 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.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2, and that the Department is not responsible for any services except as expressly stated in this Agreement.
14. **Term.** This Agreement takes effect upon signature of all Parties, with the date of execution being that of the latest of executed signatures. The Agreement terminates at midnight on June 30, 2022, unless terminated earlier as provided in Section 6 or Section 7, or modified by amendment as set forth in Section 16. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the Parties, provided that this Agreement does not supersede the Grantee's rights under any other grant agreement.

SFC CLERK RECORDED 11/10/2021

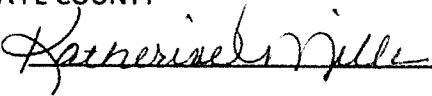
Each party is signing this agreement on the date stated opposite that party's signature. This Agreement will be fully executed once signed by all parties, with the date of execution being that of the latest of executed signatures.

DEPARTMENT OF TRANSPORTATION

By: 
Michael Sandoval (Aug 9, 2021 15:11 MDT)
Cabinet Secretary or Designee


Date: Aug 9, 2021

SANTA FE COUNTY

By: 
Title: SF County Manager

Date: 7.20.2021

Approved as to form and legal sufficiency.

By: 
Assistant General Counsel
Department of Transportation

Date: Jul 2, 2021

Approved as to form and legal sufficiency.

By: 
Counsel for Santa Fe County

Date: 7-10-21

SFC CLERK RECORDED 11/10/2021

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 02-CD-05-091

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:
 - a. Utilizing funding from the Department, for public education and awareness on the dangers and consequences of impaired driving to include awareness campaign, print ads, radio spots, health fairs and community events.
 - b. Utilizing funding from the Department, to support law enforcement efforts by purchasing needed equipment to conduct checkpoints, saturation patrols and other operations.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - a. **"Program Manager"** means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.
 - b. **"Agency Coordinator"** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.
3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator designation. The Grantee's officers must have law enforcement certifications in all areas necessary to conduct the services noted in paragraph 1 of this Scope of Work.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in this Scope of Work. The Grantee should submit claims for reimbursement no later than ten (10) days after the end of each month. The Department will pay the Grantee for the following:
 - a. the actual costs of items listed in this Scope of Work; and
 - b. conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.
5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2021, January 31, 2022, April 30, 2022 and July 31, 2022. Quarterly activity reports should summarize the Grantee's goals and accomplishments for the fiscal year funded under this Agreement. Further, the report should detail how the Grantee's activities contributed to meeting the Department's highway safety targets, missions and goals.
6. **Funding.** Funding for this CDWI Project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Sections 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project's itemized budget is as follows:

SFC CLERK RECORDED 11/10/2021

Personal Services	\$ 0.00
Contractual Services	\$ 0.00
Commodities	\$ 17,427.00
Indirect	\$ 0.00
Other	\$ 0.00
TOTAL	\$17,427.00

7. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior approval of the Department.

SFC CLERK RECORDED 11/10/2021

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:		TS04878		
Government Unit:		Santa Fe County		
Contract term:		(08/09/2021 – 06/30/2022)		
Vendor Number:		00000000054297	Address ID:	
Grantee Contact Info				
Project Director and Title:		Chanelle Delgado		
Phone:	505-992-9875	E-mail:	cdelgado@santafecountynm.gov	
Agency Name:		Santa Fe County		
Address:		100 Catron St,		
City, State ZIP:		Santa Fe, NM 87501		
TSD Contact Info				
Program Manager:		John Vargas	Phone:	505-231-6784
TSD Finance:		Avalon Wright	Phone:	505-660-8103
Budget Breakdown				
Funding	Project Number	Amount	Fund	Source
CDWI	02-CD-05-091	\$17,427.00	20800	State CDWI
Total		\$17,427.00		
Purchase Order Number:		0000345764		
PO Entered by TSD Finance:		<i>Avalon Wright</i> <small>Avalon Wright (Aug 10, 2021 15:36 MDT)</small>	Date:	Aug 10, 2021
PO Approved by Contracts:		<i>Rocio Dominguez</i> <small>Rocio Dominguez (Aug 10, 2021 15:43 MDT)</small>	Date:	Aug 10, 2021

SFC CLERK RECORDED 11/10/2021

Signature: *Rocio Dominguez*

Email: rocio.dominguez@state.nm.us



Santa Fe County FY22 CDWI

Final Audit Report


2021-08-10

Created:	2021-08-02
By:	John Vargas (John.vargas2@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXNPYaJo7HIQepSlmZCxMntJhp4IBZuR


"Santa Fe County FY22 CDWI" History

-  Document created by John Vargas (John.vargas2@state.nm.us)
2021-08-02 - 2:42:24 PM GMT- IP address: 174.28.103.199
-  Document emailed to Michael Sandoval (michael.sandoval1@state.nm.us) for signature
2021-08-02 - 2:44:27 PM GMT
-  Email viewed by Michael Sandoval (michael.sandoval1@state.nm.us)
2021-08-09 - 9:11:46 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Michael Sandoval (michael.sandoval1@state.nm.us)
Signature Date: 2021-08-09 - 9:11:52 PM GMT - Time Source: server- IP address: 73.242.240.34
-  Document emailed to Rocio Dominguez (rocio.dominguez@state.nm.us) for signature
2021-08-09 - 9:11:54 PM GMT
-  Email viewed by Rocio Dominguez (rocio.dominguez@state.nm.us)
2021-08-10 - 2:37:15 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Rocio Dominguez (rocio.dominguez@state.nm.us)
Signature Date: 2021-08-10 - 2:54:22 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Document emailed to Avalon Wright (avalon.wright2@state.nm.us) for signature
2021-08-10 - 2:54:24 PM GMT
-  Email viewed by Avalon Wright (avalon.wright2@state.nm.us)
2021-08-10 - 9:14:38 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Avalon Wright (avalon.wright2@state.nm.us)
Signature Date: 2021-08-10 - 9:36:33 PM GMT - Time Source: server- IP address: 73.127.214.233
-  Document emailed to Rocio Dominguez (rocio.dominguez@state.nm.us) for signature
2021-08-10 - 9:36:35 PM GMT

SFC CLERK RECORDED 11/10/2021

 Email viewed by Rocio Dominguez (rocio.dominguez@state.nm.us)

2021-08-10 - 9:40:37 PM GMT- IP address: 104.47.64.254

 Document e-signed by Rocio Dominguez (rocio.dominguez@state.nm.us)

Signature Date: 2021-08-10 - 9:43:23 PM GMT - Time Source: server- IP address: 164.64.74.20

 Agreement completed.

2021-08-10 - 9:43:23 PM GMT

SFC CLERK RECORDED 11/10/2021