

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

Whereas, the Board of County Commissioners meeting in regular session on February 8, 2022, did request the following budget adjustment:

Department / Division \_\_\_\_\_ Public Works / Road Projects

Budget Adjustment Type (drop down): Other Fiscal Year: 2022 (July 1, 2021 - June 30, 2022)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE	DEPARTMENT/ DIVISION	ACTIVITY BASIC/SUB	ELEMENT/ OBJECT	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6181	371	02-00	NE/SE Connector State Grant	\$ 2,375,000	
<b>Total</b>					\$ 2,375,000	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE	DEPARTMENT/ DIVISION	ACTIVITY BASIC/SUB	ELEMENT/ OBJECT	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
311	6181	485	8010	NE/SE Connector State Grant	\$ 2,375,000	
<b>Total</b>					\$ 2,375,000	\$ -

Requesting Department Approval: Gary Giron Title: Public Works Department Dir Date: January 21, 2022 Log # 1021

Capital/Grants Approval: Annette G. Baca, Accountant Senior/Grants Date: 01-21-2022

Finance Dept Approval: Wm Steen Date: 1/24/2022

County Mgr Approval: Patricia Myles Date: 2.7.2022

Budget Administrator: Wm Steen

Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SFC CLERK RECORDED 02/09/2022**  
**SANTA FE COUNTY**  
**RESOLUTION 2022- 010**

**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.

On November 9, 2021, the Santa Fe County Public Works Department was awarded the Transportation Project Fund (TPF) Grant Number D19214, Control Number HW2LP50024 for NE/SE Connector Road Project for the construction of 3.96 miles of new roadway. The grant requires a 5% match which is budgeted in General Obligation Bond 2015 Fund (352) account 352-6181-485.80-10.

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

	Recurring	Non-Recurring
		X

**3** Does this request impact a revenue source?

	Yes	No
	X	

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

	X
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**B.** Does this include state or federal funds? **D19214**

	X
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**C.** Is this request a result of Commission action? **RESOLUTION 2021-097**

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

	X
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**PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW**

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)
352	6181	485	80-10	GOB 2015 - NE / SE Connector	\$ 125,000.00	Yes

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 February, 2022.

Santa Fe Board of County Commissioners  
*Anna T Hamilton*  
Anna T Hamilton, Chairperson

COUNTY OF SANTA FE ) BCC RESOLUTIONS  
STATE OF NEW MEXICO ) ss PAGES: 13

I Hereby Certify That This Instrument Was Filed for Record On The 9TH Day Of February, 2022 at 08:23:54 AM And Was Duly Recorded as Instrument # 1979944 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy *Destiny Romero* County Clerk, Santa Fe, NM  
Katharine E. Clark

ATTEST:

*Katharine E. Clark*  
Katharine E. Clark, County Clerk



Contract No. D19214  
 Vendor No. 000054297  
 Control No. HW2LP50024

**TRANSPORTATION PROJECT FUND  
 GRANT AGREEMENT**

**This Agreement is between the New Mexico Department of Transportation (Department) and Santa Fe County (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.**

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **NE/ SE Connector Road(s): Construction of 3.96 miles of new roadway.** (Project or CN LP50024). This Agreement specifies and delineates the rights and duties of the parties.

**2. Project Funding.**

a. The estimated total cost for the Project is Two Million Five Hundred Thousand Dollars and No Cents (**\$2,500,000.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95%	<b>\$2,375,000.00</b>
NE/ SE Connector Road(s): Construction of 3.96 miles of new roadway.	
2. The Public Entity's required proportional matching Share shall be 5%	<b>\$125,000.00</b>
For purpose stated above	
3. Total Project Cost	<b>\$2,500,000.00</b>

- b. The Public Entity is responsible for all costs that exceed Project funding.
- c. All allocated funds must be spent by **June 30, 2025**.
- d. The Public Entity represents that no federal funds will be used to finance the Project.
- e. The Public Entity must repay Project funding to the Department if:
  - 1. The Project is cancelled or partially performed.
  - 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

**3. The Department:**

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:

SFC CLERK RECORDED 02/09/2022

**Exhibit B.**

- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978, Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within 30 days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

**5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

**6. Term.**

This Agreement becomes effective upon the date of last signature by the parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion, or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department 60 days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**15. Appropriations and Authorizations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of 5 years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within 30 days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within 30 days.

**17. Severability.**

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

**18. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: Justin Reese  
Justin Reese (Nov 17, 2021 09:30 MST)  
Cabinet Secretary or Designee

Date: Nov 17, 2021

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C. Kling  
Craig C. Kling (Sep 24, 2021 15:08 MDT)  
Assistant General Counsel

Date: Sep 24, 2021

**Santa Fe County**

By: Katherine Mjick  
Title: County Manager

Date: 11.9.2021

Approved as to form by Roberta D. Joe, Assistant County Attorney for G.S.S., Santa Fe County Attorney Date: October 19, 2021

Yvonne S. Huen  
Santa Fe County Finance Director 10/22/2012

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**RESOLUTION**  
**Santa Fe County**

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY  
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Santa Fe County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$2,500,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$2,375,000.00

and

- b. **Santa Fe County**'s proportional matching share shall be 5% or \$125,000.00

TOTAL PROJECT COST IS \$2,500,000.00

The **Santa Fe County** shall pay all costs, which exceed the total amount of \$2,500,000.00.

Now therefore, be it resolved in official session that **Santa Fe County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **Santa Fe County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **Santa Fe County** to enter into Cooperative Agreement for Project Control Number **LP50024** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - NE/ SE Connector Road(s): Construction of 3.96 miles of ne w roadway. within the control of the **Santa Fe County** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**(PRINTED NAME, POSITION)**

\_\_\_\_\_  
DATE

SFC CLERK RECORDED 02/09/2022



**THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY**

**RESOLUTION NO. 2021 097**

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**A RESOLUTION REGARDING PARTICIPATION IN NEW MEXICO  
DEPARTMENT OF TRANSPORTATION PROJECT NO. LP50024  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF  
TRANSPORTATION FOR NE/SE CONNECTOR ROAD(S): CONSTRUCTION  
OF 3.96 MILES OF NEW ROADWAY**

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**WHEREAS**, Santa Fe County ("County") and the New Mexico Department of Transportation ("NMDOT") entered into a grant agreement under the Transportation Fund Program ("TFP") for a local road project ("TFP Grant Agreement"); and

**WHEREAS**, the total cost of the project will be \$2,500,000 to be funded in proportional share by the County and NMDOT as follows:

- a. NMDOT's share is 95% or \$2,375,000.00; and
- b. The County's matching share is 5% or \$125,000.00. The County shall pay all costs which exceed the grant amount of \$2,500,000.

**TOTAL PROJECT COST: \$2,500,000.00**

**WHEREAS**, by letter dated September 3, 2021, (Exhibit A), NMDOT informed the County that Project No. LP50024 is approved; and

**WHEREAS**, prior to development of a Cooperative Agreement for Project No. LP50024, NMDOT requires the Santa Fe Board of County Commissioners ("BCC") to adopt a resolution adopting Project No. LP50024 and confirming its priority standing; and

**WHEREAS**, the TPF Grant Agreement terminates on June 30, 2025, and the County incorporates all the agreements, covenants, and undertakings between the NMDOT and the County concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement; and

**WHEREAS**, the location and other information concerning Project No. LP50024 is summarized in the following:

SFC CLERK RECORDED 11/10/2021

**2022 TRP Project**

Road Name	SFC Road	Beginning of Project	End of Project	NMDOT Share 95%	SF County Share 5%	Total
NE/SE Connector	New Road way	Richards Ave.	Rabbit Rd./Dinosaur Trail	\$2,375,000	\$125,000	\$2,500,000

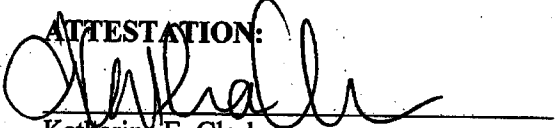
**NOW, THEREFORE, BE IT RESOLVED** by the Board that Santa Fe County:

- (i) Adopts Project No. LP50024 and confirms that it has priority standing.
- (ii) Agrees to provide the County's share of project cost as set forth herein.
- (iii) Agrees to enter into a Grant Agreement for Project No. LP50024 with NMDOT for the TPF Program year 2022 pertaining to the NE/SE Connector Road(s): Construction of 3.96 miles of new roadway within Santa Fe County.
- (iv) Delegates to the Santa Fe County Manager the authority to execute the TPF Grant Agreement with NMDOT for Project No. LP50024, including and any amendments and related documents and agreements.

**PASSED, APPROVED, AND ADOPTED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2021.**

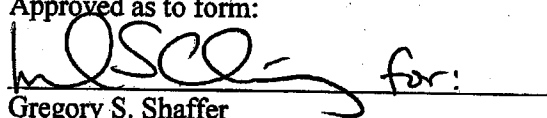
**SANTA FE BOARD OF COUNTY COMMISSIONERS**

  
 Henry Roybal, Chair  
 Santa Fe Board of County Commissioners

**ATTESTATION:**  
  
 Katharine E. Clark  
 Santa Fe County Clerk

11/09/21  
 Date



Approved as to form:  
  
 Gregory S. Shaffer

10/21/21  
 Date

SFC CLERK RECORDED 11/10/2021  
 SFC CLERK RECORDED 02/09/2022

Santa Fe County Attorney

Finance Department:

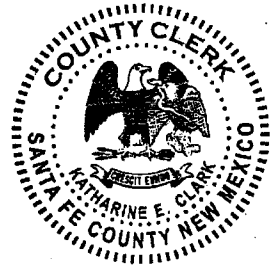
*Yvonne S. Herrera*  
Yvonne S. Herrera  
Finance Director

10/21/2021  
Date

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 08:35:10 AM  
And Was Duly Recorded as Instrument # 1971301  
Of The Records Of Santa Fe County

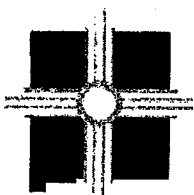
BCC RESOLUTIONS  
PAGES: 4

Witness My Hand And Seal Of Office  
Katharine E. Clark  
Deputy *Dorothy Romero* County Clerk, Santa Fe, NM



SFC CLERK RECORDED 11/10/2021

EXHIBIT A



New Mexico DEPARTMENT OF  
**TRANSPORTATION**  
MOBILITY FOR EVERYONE

September 3, 2021

Robert Martinez, Deputy Public Works Director  
Santa Fe County  
P.O. Box 276  
Santa Fe, New Mexico 87504

Dear Robert Martinez:

We are pleased to inform you that your application for the Transportation Project Fund (TPF) for the project: 'NE/ SE Connector Road(s): Construction of 3.96 miles of new roadway.' was approved by the State Transportation Commission on August 26, 2021 and will be included in the New Mexico Department of Transportation's FY22 TPF Program.

The total estimated cost for your project is \$2,500,000 the Department has allocated \$2,375,000 in TPF funds, with a local match requirement of \$125,000.

The Project Oversight Division will develop a project agreement and forward to you for signature.

If your application indicated that you would be interested in applying for Match Waiver funds, please submit a cover letter and resolution to my office no later than 5:00 pm on September 30, 2021.

If you have any questions or comments, please contact me at (505) 699-9946 or Clarissa.Martinez@state.nm.us.

Sincerely,

Clarissa Martinez  
Project Oversight Division, State Grants Manager

C: Stephanie Medina, District Coordinator  
Paul Brasher, P.E., District Engineer

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

SFC CLERK RECORDED 02/09/2022






# LP50024 - signed with resolution

Final Audit Report

2021-11-17

Created:	2021-11-17
By:	Charisse Montoya (charisse.montoya@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABe0j6OAHqM-Y0wxtjaUYxAclZmLy2Qlz

## "LP50024 - signed with resolution" History

-  Document created by Charisse Montoya (charisse.montoya@state.nm.us)  
2021-11-17 - 4:23:04 PM GMT - IP address: 164.64.74.20
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature  
2021-11-17 - 4:23:53 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)  
2021-11-17 - 4:29:56 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)  
Signature Date: 2021-11-17 - 4:30:31 PM GMT - Time Source: server- IP address: 174.205.242.174
-  Agreement completed.  
2021-11-17 - 4:30:31 PM GMT