### BUDGETED EXPENDITURES (use continuation sheet, if necessary)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,375,000</td>
<td>NESE Commissioner Salaries</td>
</tr>
</tbody>
</table>

### BUDGETED REVENUES (use continuation sheet, if necessary)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,375,000</td>
<td>NESE Commissioner Salaries</td>
</tr>
</tbody>
</table>

---

**Resolution 2022-010**

**Santa Fe County**

**Resolution Requesting Authorization to Make the Budget Adjustment Detailed on This Form**

**Effective:** 09/2022

---

**Public Works / Road Projects**

**Department / Division**

**Budget Adjustment Type (drop down):**

- Other

---

*Whereas, the Board of County Commissioners met in regular session on February 8, 2022, did request the following budget adjustment:*
<table>
<thead>
<tr>
<th>RESOLUTION</th>
<th>2021-097</th>
</tr>
</thead>
</table>

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

**B.** Does this include state or federal funds? **Yes**

**C.** Is this request a result of commission action? **Resolution 2021-097**

**D.** Is a match required? **Yes**

---

**Resolution 2022-010**

SANTA FE COUNTY

SPEC CLERK RECORDED 02/09/2022

---

Page 2
RESOLUTION 2022-010
SANTA FE COUNTY
SEC CLERK
RECORDED 02/09/2022

NOW, THEREFORE, BE IT RESOLVED, that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above:
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%
         $2,375,000.00
         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%
         For purpose stated above
         $125,000.00

      3. Total Project Cost
         $2,500,000.00

   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:
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.

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

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

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

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

Santa Fe County

Katherine Najle  
By: Katherine Najle  
Title: County Manager  
Date: 11.9.2021

Attest: ________________________

Title: ________________________

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

From: J. Hene
Santa Fe County Finance Director 10/22/2012
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 hereof 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 hereof 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 new 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
THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

RESOLUTION NO. 2021 A7

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

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:
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 9th 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

Approved as to form:

Gregory S. Shaffer

2
Santa Fe County Attorney

Finance Department:

Yvonne S. Herrera
Finance Director

Date

COUNTY OF SANTA FE ) ss
STATE OF NEW MEXICO )
PAGES: 4

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

Witness My Hand And Seal Of Office

Katharine E. Clark
Deputy County Clerk, Santa Fe, NM

SFC CLERK RECORDED 11/10/2021.
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,

[Signature]

Clarissa Martinez
Project Oversight Division, State Grants Manager

C: Stephanie Medina, District Coordinator
   Paul Brasher, P.E., District Engineer
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: CBJCHBCAABAABe0j6OAhM-Y0wxjyaUYxACLyZmLy2Q/z

"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