

Whereas, the Board of County Commissioners meeting in regular session on December 15, 2022, did request the following budget

CSD/DWI

Fiscal Year: 2023 (July 1, 2022 - June 30, 2023)

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	04-00	State/DWI Prevention		\$ 4,261
Total					\$ -	\$ 4,261

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		\$ 4,261
Total					\$ -	\$ 4,261

Requesting Department Approval: Gina Capener _____ Title: Operations Manager _____ Date: 11/22/22 Log # 451

Capital/Grants Approval: Samuel L Montoya _____ Date: 11/22/2022 _____ Budget Administrator: Melissa S. Martinez 11/22/2022

Finance Dept Approval: [Signature] _____ Date: 12/5/2022 _____ Entered by: _____ Date: _____

County Mgr Approval: [Signature] _____ Date: 12/28/2022 _____ Updated by: _____ Date: _____

SFC CLERK RECORDED 12/28/2022 12:13 PM

SANTA FE COUNTY RESOLUTION 2022-112

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. During FY23 budget hearing CSD had to estimate the total amount of the NMDOT CDWI grant we would receive in FY23. As a place holder CSD estimated \$17,427.00 and was budgeted in FY23. CSD did not receive \$17,427.00 instead we received \$13,166. CSD is requesting a decrease of \$4,261 in 241-0505-464-60-07 to fix the budget. The entire grant is budgeted under 60-07. The decrease will fix the total grant amount received of \$13,166.					
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring	Non-Recurring			
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					
	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. 03-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)

2022/12/28/2022 STC CLERK RECORDED

SANTA FE COUNTY
RESOLUTION 2022- 112

Page 3

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 13th Day of December, 2022.

Santa Fe Board of County Commissioners


Anna T. Hamilton, Chairperson

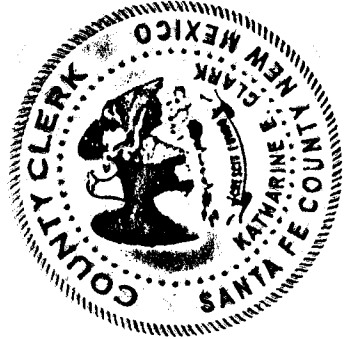
ATTEST:


Katharine E. Clark, County Clerk

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 15

I Hereby Certify That This Instrument Was Filed for
Record On The 28TH Day Of December, 2022 at 12:58:34 PM
And Was Duly Recorded as Instrument # 2003916
Of The Records Of Santa Fe County

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



SFC CLERK RECORDED 12/28/2022

SFC CLERK RECORDED 12/28/2022

Santa Fe County Purchasing Process Request Form

Date Submitted:	9/23/2022	Requesting User Agency:	CSD/DWI
Name & Phone of Contact Person:	Sebastian Adamczyk 505-992-9828/Gina Capener 505-992-9830		
Contract Tracking #/Buyer (Purchasing)	2023-0084-CSD/BT Bill 6373	BCC Approval? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please indicate date	

AGENCY REQUEST: (Lease, MOU, Grant, Professional Services Agreement, Construction, Application, etc.) Describe the County, Public and/or Agency need. Describe what you are attempting to purchase, obtain or accomplish. Attach additional information relating to your request (scope of work, specifications, bid items on etc.)

The Santa Fe County DWI Program is requesting approval and signature from CMO for the FY 23 NMDOT CDWI Grant (03-CD-05-091), this grant awards \$13,166 to the Community Services Department for use during FY 23 to utilize towards DWI related purchase for FY23. This grant award applies to 241-0405-464.

Once signed, please contact Sebastian Adamczyk for pick up (505)992-9828.

Does this request require IT approval? ☐ Yes ☒ No **If yes, is the approved work order attached?** ☐ Yes ☐ No

PURCHASING STATUS:

FINANCIAL / BUDGETARY INFORMATION: (If applicable, include a breakdown of project cost estimates; is funding already appropriated? If this action will result in revenue to the County, include the total compensation and timetable. Include funding information (GF, GRT, Grant, Grant Match, In Kind requirements, etc.)

Grants	Capital, Fund & Cost Center Approval	Budget Approval:
Is this grant related? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this a capital project? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes: provide fund(s) 241-0405	Capital approval: _____	
Grant approval: <u>Samuel L. Montoya</u>	Fund/Cost Center approval: _____	

Please provide account number(s) for this request:

LEGAL FORM: (Is this a new contract or an amendment or change of a previously submitted procurement or contract? Identify any known liabilities and/or risks to the County.

LEGAL APPROVAL: (sign and date)

FINANCE DIRECTOR APPROVAL: (sign and date)

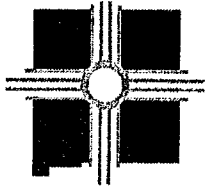
Gregory S. Shaffer 10/21/2022

COUNTY MANAGER APPROVAL: (sign and date)

Gregory S. Shaffer Gregory S. Shaffer, SFC County Manager 10/24/2022

ATTACH NEEDED DOCUMENTS (Purchase Requisition, Justification Memo & Documentation (sole source, emergency or other procurement exemption), W-9 for new vendor, draft BCC memorandum, Price Agreement used (SPA, GSA, etc.))

SFC CLERK RECORDED 12/28/2022



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: June 28, 2022

To: Justin Reese, Acting Cabinet Secretary

Through: Jeff Barela, Traffic Safety Division Director

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.

DocuSigned by:

E201EAE03FAF441...

DocuSigned by:

9BE30B17988A403...

**Michelle Lujan
Grisham**
Governor

Ricky Serna
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

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 23 CDWI \$
Santa Fe County	03-CD-05-091	\$13,166.00

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 directed 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, 2023.

SEC. CLERK RECORDED 12/28/2022

Office of General Counsel Contract Brief Form

Date: June 28, 2022 From: John Vargas Location: Traffic Safety Division

Phone: 505-231-6784

Agency: NMDOT

Contractor: Santa Fe County

Project No.: 03-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

CONTRACT NUMBER: 2023-0084-CSD/BT

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. 03-CD-05-091, \$13,166.00 , (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 and 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) calendar days after termination of this Agreement, unless otherwise approved by the Department.
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) calendar 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 were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar 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

the Grantee thirty (30) calendar 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) calendar days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

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 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 applicable federal and state laws, rules, regulations, and executive orders 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 is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above.
 - 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 rules.
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail 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: Channele Delgado
P.O Box 276
Santa Fe, 87504-0276

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. 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. **Liability.** 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, and any other applicable law. This section is intended only to define the liabilities between the Parties and is not intended to modify in any way, the Parties' liabilities as governed by law.
12. **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.
13. **Term.** This Agreement takes effect as of the date of the last party to sign on the signature page below. The Agreement terminates at 12:00 a.m. on June 30, 2023, unless terminated 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.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **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.
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. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

The remainder of this page is left intentionally blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

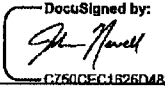
SANTA FE COUNTY

By:  _____

Date: 10/24/2022

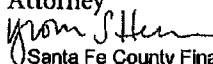
Title: Gregory S. Shaffer, SFC County Manager

Approved as to form and legal sufficiency.

By:  _____
Assistant General Counsel
Department of Transportation

Date: 8/11/2022

Approved as to form:

By: Roberta D. Joe for J.Y.
Jeff Young, Santa Fe County
Attorney

Santa Fe County Finance 10/21/2022

Date: October 14, 2022

SFC CLERK RECORDED 12/28/2022

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 03-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 on a quarterly basis or as directed by the Department. 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, 2022, January 31, 2023, April 30, 2023 and July 31, 2023. 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:

Personal Services	\$ 0.00
Contractual Services	\$ 0.00
Commodities	\$ 13,166.00

Indirect	\$ 0.00
Other	\$ 0.00
TOTAL	\$13,166.00

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

SFC CLERK RECORDED 12/28/2022

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:				
Government Unit:	Santa Fe County			
Contract term:	(– 06/30/2023)			
Vendor Number:	0000054297	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	03-CD-05-091	\$13,166.00	20800	State CDWI
Total		\$13,166.00		
Purchase Order Number:				
PO Entered by TSD Finance:			Date:	
PO Approved by Contracts:			Date:	