

**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## MEMORANDUM

**DATE:** January 14, 2015

**TO:** Board of County Commissioners

**FROM:** Robert Griego, Planning Manager **RG**

**VIA:** Penny Ellis-Green, Growth Management Director  
Katherine Miller, County Manager

**ITEM & ISSUE:** RESOLUTION 2015- A RESOLUTION TO ESTABLISH A PLANNING COMMITTEE FOR EACH OF THE FOLLOWING AREAS: VILLAGE OF AGUA FRIA ZONING DISTRICT, LA CIENEGA/LA CIENEGUILLA COMMUNITY ZONING DISTRICT, LOS CERRILLOS COMMUNITY ZONING DISTRICT, MADRID COMMUNITY PLANNING DISTRICT, POJOAQUE VALLEY COMMUNITY DISTRICT, SAN MARCOS COMMUNITY PLANNING DISTRICT, US 285 SOUTH HIGHWAY CORRIDOR ZONING DISTRICT, TESUQUE COMMUNITY ZONING DISTRICT, GALISTEO COMMUNITY PLANNING DISTRICT, SAN PEDRO CONTEMPORARY COMMUNITY ZONING DISTRICT, AND TRES ARROYOS DEL PONIENTE ZONING DISTRICT

### SUMMARY:

The purpose of this Resolution is to establish planning committees for communities with adopted community district or corridor plans and/or community district ordinances.

### BACKGROUND:

The Board approved the Sustainable Growth Management Plan (SGMP) by Resolution 2010-210 in November 2010 as the County's Comprehensive Plan. The SGMP recognizes adopted community Plans and indicates that the County will honor existing community plans as amendments to the SGMP:

#### Policy 3.1

*Recognize and integrate community plans, zoning and land use criteria in the SGMP and SLDC and ensure that the SDLC zoning map incorporates approved community plans and ordinances. Adopted community plans will be an amendment and refinement to the SGMP.*

The Board adopted the Sustainable Land Development Code (SLDC) in December 2013 and is in the process of establishing the Official Zoning Map for Santa Fe County. The zoning map adoption process was initiated in March 2014 after which several public meetings on the zoning map were held by the Board. At a Board of County Commissioners Special Meeting on October 14, 2014, the Board voted to adopt Option 3 of a document presented to them for consideration that directed “staff to work with communities to do consistency review between community plans and the SGMP and prepare Overlay Community Districts (O-CD).”

Santa Fe County Ordinance 2002-3 outlines a community planning process to include establishment of planning committees for the development of community plans which is supported through the SGMP. Ordinance 2002-3 includes a provision for the Land Use Administrator to streamline the community planning process which must include public notification and community meeting requirements. Additionally, it provides for the formation of community planning committees with membership to include residents, property owners, business owners and community groups which should be representative of the community’s diversity.

Staff has engaged in the following community outreach to establish planning committees:

1. Email notification to contacts database,
2. County press release,
3. Notice on County website along with Planning Committee Membership form,
4. Flyers distributed to senior centers and satellite offices,
5. Newspaper advertisements in the following publications: Journal North, Santa Fe New Mexican, Rio Grande Sun, Edgewood Independent and Mountain View Telegraph, and
6. Staff outreach

The County has provided outreach to the 12 listed communities for their participation on community planning committees to complete community plan updates for amendment of the SGMP, to create community overlay districts for amendment to the SLDC, and for proposing changes to the Zoning Map. Eighty-eight individuals have submitted an interest to serve on one of these planning committees. Staff has reviewed the planning committee applications and has determined that 11 of Community Planning Committees meet the requirements to establish an initial planning committee. El Valle de Arroyo Seco community had only one member who submitted an application which will require further coordination with the community to establish this planning committee at a later time.

Membership on the planning committees shall be open throughout the planning process. The list of members for each Community Planning Committee is identified in Exhibit 1 a-k.

**STAFF RECOMMENDATION:**

Staff has reviewed the planning committee membership list and recommends that the Board approve the Resolution to establish a Planning Committee for each of the communities identified in Exhibit 1. Planning committee membership shall be open throughout the planning process in accordance with Ordinance 2002-3.

**EXHIBIT 1: Community Planning Committee Membership List**

- a. Village of Agua Fria Planning Committee
- b. La Cienega/La Cieneguilla Planning Committee
- c. Los Cerrillos Planning Committee
- d. Madrid Planning Committee
- e. Pojoaque Valley Planning Committee
- f. San Marcos Community Planning Committee
- g. US 285 South Highway Corridor District Planning Committee
- h. Tesuque Community Planning Committee
- i. Galisteo Community Planning Committee
- j. San Pedro Planning Committee
- k. Tres Arroyos Del Poniente Planning Committee

a. Village of Agua Fria Planning Committee

<b>Village of Agua Fria Planning Committee Membership</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group</b>
Gilbert Tercero	yes	Yes	no		Yes
Ramon Romero	Yes	yes	Yes	Ramon's Gas & Diesel #2111 Camino Polvoso Santa Fe, NM 87507	Yes
Zane Fischer	Yes	Yes	No		No
William H. Mee					
Henry Chavez, Jr	No	Yes	No		No
Lois Mee	Yes	Yes	No		Yes
William H. Mee	Yes	Yes	Yes	Accquia Agua Fria	Yes
Tai Bixby	Yes	No	No		Yes
Gloria P. Narvaiz	Yes				

*b. La Cienega/La Cieneguilla Planning Committee*

<b>La Cienega - La Cieneguilla Planning Committee Membership</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group</b>
Rick Dumiak	Yes	Yes	No		No
David Camp	Yes	Yes			
Alonzo Gallegos					
Juan J. Gonzales	Yes	Yes	Yes	J.J. Gonzales Plumbing	Yes
Robert Romero	Yes	No	Yes	Santa Fe Downs 27475 West Frontage Road Santa Fe, NM 87507	No
Gene Bostwick	Yes	Yes			Yes
Tom Dixon	Yes	Yes			Yes
Alonzo Gallegos	Yes	Yes			Yes
Rick Dumiak	Yes	Yes			Yes
Sylvia LeMaster					Yes
Tino Gallegos	Yes	Yes			Yes
Jose Varela Lopez	Yes	Yes			Yes
Stan Jones					Yes
David Camp	Yes	Yes			Yes
Ivan Trujillo	Yes	Yes			Yes

*c. Los Cerrillos Community Planning Committee*

<b>Los Cerrillos Community Planning Committee</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group</b>
Todd Brown	Yes	Yes	Yes	Casa Grande Trading Post	Yes
Cedeno Ruben	Yes	Yes	Yes	Cielito Lindo Designs, LLC 11 Little Hills Ct. Los Cerrillos, NM 87010	No
Allen Fowler	Yes	Yes	No		Yes - El Vadito de los Cerrillos Water Assoc.
Patricia Brown	Yes	Yes	Yes	Casa Grande Trading Post	Yes
Ann M. Murray	Yes	Yes	Yes	#12 Waldo Street	Yes
Ross Lockridge	Yes	Yes	Yes	12 Waldo Street	Yes
Bonnie Gibons	Yes	Yes	Yes	Kiva Concepts, LLC	No
Busy McCarroll	Yes	Yes	Yes	Kludgit Sound Recording Studio	Yes - Las Candelas Community Association

d. Madrid Community Planning Committee

<b>Madrid Community Planning Committee</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group</b>
Michael A. Wright	Yes	Yes	Yes	Michael Austin Wright Contractor 2785 St. Highway 14 Madrid, NM	Yes
Nancy Duncan	Yes	Yes	Yes	Java Junction 2855 Highway 14	Yes
Eirik Johnson	Yes	Yes	Yes	Johnsons of Madrid Gallery	Yes
Amanda Bramble	No	No	No	Ampersand Sustainable Learning Center	Yes
Trevor Burrowes	Yes	Yes	Not marked		Not Marked
Rebecca Nafey	Yes	Yes	No		Yes
Cabrielle Cathasha	Yes	Yes	Yes	2851 State Hwy 14N Madrid, NM 87010	Yes
Linda Dunnill	Yes	Yes	Yes	Heaven	Yes

*e. Pojoaque Valley Planning Committee*

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<b>Pojoaque Valley Community Planning Committee</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group</b>
Vicente Roybal	Yes	Yes	No		Yes
Devin Bent	No	No	No		Yes
Heather Nordquist	Yes	Yes	No		Yes
Joseph Ortiz	Yes	Yes			
Martha Trujillo	Yes	Yes	No		No
David Dogruel	Yes	Yes	No		No

*f. San Marcos Community Planning Committee*

<b>San Marcos Community Planning Committee Members</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Are you a member of a Community group? (Y/N)</b>
William Scruggs	Yes	Yes	No		
Sigmund Silber	Yes	Yes	No		
Valerie Nye	Yes	Yes	No		Yes
Walter Wait	Yes	Yes	No		Yes
Marie Harding	Yes	Yes	Yes	Synergia Ranch LLC	Yes
William Scruggs	Yes	Yes	No		No
Carolyn Moore	Yes	Yes	Yes	Nurses With Heart Home Care	No

g. US 285 South Highway Corridor Planning Committee

<b>US 285 South Highway Corridor District Community</b>					
<b>Planning Committee Membership</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community group?</b>
Lois Lockwood	Yes	Yes	No		Yes
Greg Colello	Yes	Yes	No		Yes
Kathryn Toll	Yes	Yes	No		Yes
Joe Miller	Yes	Yes	Yes	Eldorado Gas Station	No

*h. Tesuque Valley Community Planning Committee*

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<b>Tesuque Valley Community Planning Committee Membership</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community group?</b>
Margo Cutler	Yes	Yes	No		Yes
Jeanne C. Boyles	Yes	Yes	No		Yes
Cameron Duncan	Yes	Yes	No		Yes
Sue Barnum	Yes	Yes	No		Yes
William Dougherty	Yes	Yes	No		Yes

*i. Galisteo Community Planning Committee*

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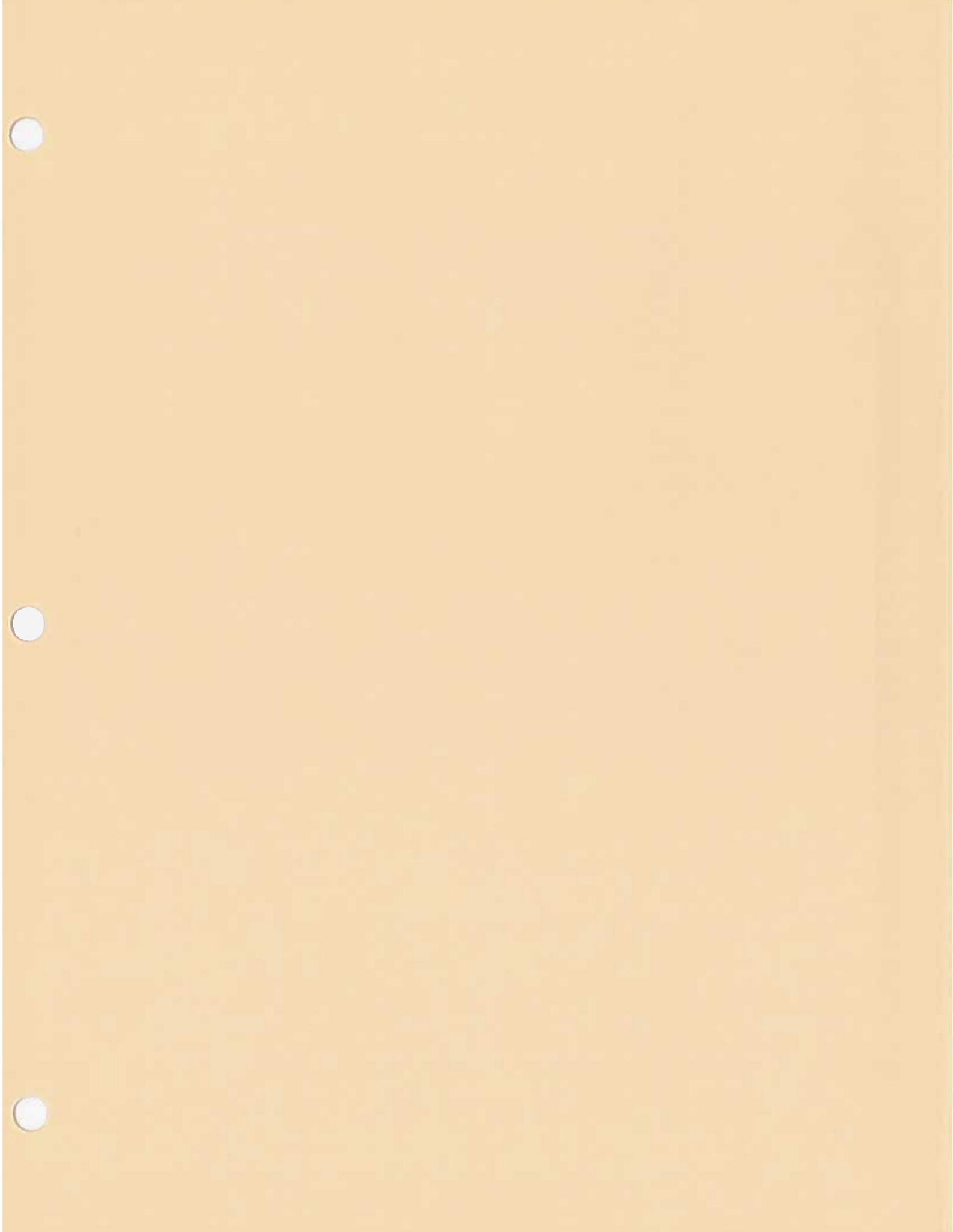
<b>Galisteo Community Planning Committee Membershsip</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group?</b>
Roger Taylor	Yes	Yes	No		Yes
E. Franklin Hirsch	Yes	Yes	No		Yes
Lucy Lippard	Yes	Yes	Yes	freelance writer	Yes
Ana Cardenas	Yes	Yes			Yes
Leslie Dilworth	Yes	Yes			Yes

*j. San Pedro Planning Committee*

<b>San Pedro Community Planning Committee Membership</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community group?</b>
Jilea Lee	Yes	Yes	No		Yes
William Baker	Yes	Yes	No		
Sally Douglas	Yes	Yes	No		Yes
Helen Crotty	Yes	Yes	No		Yes
Toni Olson	Yes	Yes	No		Yes
Robert Clancy	Yes	Yes	Yes	South Mt. Pages, 11 B Blue Crow Sandia Park, NM 87047	Yes
Anna Wilder	Yes	Yes	No		Yes
Robert Bewley	Yes	Yes	No		Yes
James Freymiller	Yes	Yes	No		Yes
Bill Bell	Yes	Yes	Yes	Singing Hills Ministry Camp Oro	Yes
Paul Parker	Yes	Yes	Yes	San Pedro Rock, LLC	No
Elizabeth Morgan	Yes	Yes	Yes	Elizabeth A. Morgan, MD LLC	Yes - San Pedro Neighborhood

*k. Tres Arroyos Del Poniente Planning Committee*

<b>Tres Arroyos del Poniente (TAP) Community Planning Committee Membership</b>					
<b>Name</b>	<b>Property Owner</b>	<b>Resident</b>	<b>Business Owner</b>	<b>Business Name &amp; Address</b>	<b>Community Group?</b>
Thomas Terwilliger	Yes	Yes	No		Yes
Sara Ann Noble	Yes	Yes			
Sandrine Gaillard	Yes	Yes	No		
William H. Mee	Yes				
Arthur Fields	Yes	Yes	Yes	member of Aldea LLC	Yes - TAP





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Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** *November 3, 2014*

**TO:** *Board of County Commissioners*

**FROM:** *Teresa Martinez, Finance Director* 

**VIA:** *Adam Leigland, Public Works Department Director*  
*Katherine Miller, County Manager*

**ITEM AND ISSUE:** *BCC Meeting January 27, 2015*

**Resolution 2015 - \_\_\_\_ A Resolution Requesting a Budget Increase to the State Special Appropriations Fund (318) to Budget a Grant to Design and Construct Renovations to the Women's Health Facility in Santa Fe County. / \$113,256 (Finance/Teresa Martinez)**

### SUMMARY:

The purpose of this resolution is to budget Grant 14-L-1995 in State Special Appropriation Fund (318) in the amount of \$113,256 to design and construct renovations to the Women's Health Facility in Santa Fe County.

### BACKGROUND:

Included in the 2014 Capital outlay bill passed by the New Mexico Legislature and signed by the Governor was the authorization to enter into a grant agreement with Santa Fe County "to design and construct renovations to the Women's Health Building in Santa Fe County." The fully executed grant agreement was completed in December 2014.

Staff will work in coordination with the current lessee, Southwest Care Services, and the Building Service Division of the Public Works Department to design and construct improvements including electrical and HVAC improvements to the Women's Health Facility.

### ACTION REQUESTED:

Public Works is requesting approval to budget Grant 14-L-1995 in the amount of \$113,256 to design and construct renovations to the Women's Health Facility in Santa Fe County.



# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Public Works/ Project Development Fund Name: State Special Appropriation Fund (318)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

**BUDGETED REVENUES: (use continuation sheet, if necessary)**

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	0775	371	9000	State/Other	\$113,256	
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>\$113,256</b>	

**BUDGETED EXPENDITURES: (use continuation sheet, if necessary)**

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	0775	481	8001	Capital Purchases/ Buildings & Structures	\$113,256	
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>\$113,256</b>	

Requesting Department Approval: \_\_\_\_\_ Title: Adam Leigland, PE, AICP Date: JAN 12 2015

Finance Department Approval:  Date: 1/12/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

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.  
 Santa Fe County received Grant 14-L-1995 in the 2014 Legislative Session to design and construct renovations to the women's health building in Santa Fe County in the amount of \$114,400 minus \$1,144 for Art in Public Places. Public Works is requesting that the grant be budgeted to make improvements/renovations to the County owned facility located at 901 West Alameda including improvements to electrical and HVAC units.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8011	Improvements and renovations to the Women's Health Facility including electrical and HVAC upgrades.	\$ 113,256

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense  X \_\_\_\_\_

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES  NO  State Special Appropriations Fund (318)  
If YES, cite statute and attach a copy.  
"Laws of 2014, Chapter 66 Section 22/192, One Hundred Fourteen Thousand Four Hundred Dollars and No Cents (\$114,400) to design and construct renovations to the women's health building in Santa Fe County."
  - b) Does this include state or federal funds? YES  NO   
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.  
Grant 14-L-1995  
Award Date: December 15, 2014  
Amount: \$114,400
  - c) Is this request is a result of Commission action? YES  NO   
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

NA

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

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 27th Day of January, 2015.

Santa Fe Board of County Commissioners

Robert A. Anaya, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

Received

DFA-Local Govt. Div.

2014 DEC -5 PM 2:35

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 892 CAPITAL APPROPRIATION PROJECT

BATAAN BLDG., ROOM 202

SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 15 day of December, 2014, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

14-L-1995

**\$114,400.00 APPROPRIATION REVERSION DATE: June 30, 2018**

**Laws of 2014, Chapter 66, Section 22/192, One Hundred Fourteen Thousand Four Hundred Dollars and No Cents (\$114,400.00) to design and construct renovations to the women's health building in Santa Fe county.**

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Fourteen Thousand Four Hundred Dollars and No Cents (\$114,400.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, One Thousand One Hundred Forty Four Dollars and No Cents (\$1144.00), which equals One Hundred Thirteen Thousand Two Hundred Fifty Six Dollars and No Cents (\$113,256.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

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<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the

particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: County of Santa Fe  
Name: Agnes Leyba-Cruz  
Title: Administration Manager  
Address: P O Box 276, Santa Fe, NM 87504  
Email: alopez@santafecounty.org  
Telephone: 505-995-6516  
FAX: 505-428-3113

Department: DFA/Local Government Division  
Name: Ms. Maria Urban  
Title: Project Manager  
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501  
Email: maria.urban@state.nm.us  
Telephone: 505-827-8061  
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the

writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate"

or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and

be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

#### **ARTICLE VII. AMENDMENT**

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

#### **ARTICLE VIII. REPORTS**

##### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

##### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

##### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report

on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;  
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any

- account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local

jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of

law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Santa Fe or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Santa Fe or DFA/LGD."

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is

administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]



**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

PERIODIC REPORT     FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

*A. Third Party Obligations*

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

*B. Project Phase*

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
Complete Mailing, including Suite, if applicable  
 \_\_\_\_\_  
City State Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Grant Amount: \_\_\_\_\_  
 B. AIPP Amount (If Applicable) \_\_\_\_\_  
 C. Funds Requested to Date: \_\_\_\_\_  
 D. Amount Requested this Payment: \_\_\_\_\_  
 E. Grant Balance: \$0.00  
 F.  GF  GOB  STB (attach wire if 1st draw)  
 G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
(check one)

- (Jan-Jun)  Fiscal  
 (Jul-Dec)  Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
 Grantee Fiscal Officer  
 or Fiscal Agent (if applicable)

\_\_\_\_\_  
 Grantee Representative

\_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
 before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

SWORN TO AND SUBSCRIBED  
 before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_  
 Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

DATE: \_\_\_\_\_

TO: Grantee Representative: \_\_\_\_\_

FROM: Department Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number 13-L-1661 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_  
Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

\_\_\_\_\_

Department Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

## Memorandum

**To:** Santa Fe Board of County Commissioners

**From:** Donna Morris, Fire Department

**Thru:** David Sperling, Fire Chief   
Pablo Sedillo, Public Safety Director   
Katherine Miller, County Manager 

**Date:** January 7, 2015

**Re:** **Resolution 2015 - A Resolution Requesting a Budget Increase to the Fire Operations Fund (244) to Budget a NM State Forestry Reimbursement and New Funding for Multiple Grants / \$406,711 (Public Safety/Fire)**

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### BACKGROUND:

The Santa Fe County Fire Department is requesting BCC approval to budget the following increases to the Fire Operations Fund (244).

- To budget a NM State Forestry reimbursement for the use of personnel and equipment for the Diego Fire in the amount of \$28,351 to be utilized on salaries for the Wildland Urban Interface personnel and to purchase additional supplies and equipment for the Wildland Division.
- To budget a NM Fire Protection Grant Award for the Edgewood Fire District in the amount of \$100,000 to purchase a mini-pumper/rescue truck.
- To budget a NM Fire Protection Grant Award for the Stanley Fire District in the amount of \$49,960 to purchase a water storage tank, generator, wildland PPE (personal protective equipment) and wildland equipment.
- To budget a NM Fire Protection Grant Award for the Tesuque Fire District in the amount of \$28,400 to purchase 10 SCBA tanks and 10 sets of structural bunker gear.
- To budget a NM Fire Protection Grant Award for the Agua Fria Fire District in the amount of \$100,000 to purchase a training tower/propane burn building.
- To budget a NM Fire Protection Grant Award for the Galisteo Fire District in the amount of \$100,000 to purchase a mini-pumper/rescue truck.

**SUMMARY:**

Please approve this request for a budget increase to the Fire Operations Fund (244) in the amount of \$406,711.

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Fire Department/Administration Fund Name: Fire Operations Fund (244)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0809	360	09-02	Revenue/State Forestry	28,351	
244	0833	371	23-00	State Grants/Fire Protection	100,000	
244	0837	371	23-00	State Grants/Fire Protection	49,960	
244	0838	371	23-00	State Grants/Fire Protection	28,400	
<b>TOTAL (if SUBTOTAL, check here X )</b>					<b>206,711</b>	

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0809	422	10-26	Salaries & Wages/Term Employees	19,851	
244	0809	422	60-02	Supplies/Safety Supplies	5,500	
244	0809	422	60-07	Supplies/Operational Supplies	800	
244	0809	422	80-99	Capital Purchases/Inventory Exempt	2,200	
<b>TOTAL (if SUBTOTAL, check here X )</b>					<b>28,351</b>	

Requesting Department Approval: [Signature] Title: Chief Date: 1-7-15

Finance Department Approval: [Signature] Date: 1/11/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

*BUDGET ADJUSTMENT CONTINUATION SHEET*

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0843	371	23-00	State Grants/Fire Protection	100,000	
244	0844	371	23-00	State Grants/Fire Protection	100,000	
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>406,711</b>	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
244	0833	422	80-09	Capital Purchases/Vehicles	100,000	
244	0837	422	60-02	Supplies/Safety Supplies	9,340	
244	0837	422	80-01	Capital Purchases/Buildings & Structures	22,510	
244	0837	422	80-03	Capital Purchases/Equipment	9,350	
244	0837	422	80-99	Capital Purchases/Inventory Exempt	8,760	
244	0838	422	60-02	Supplies/Safety Supplies	22,400	
244	0838	422	80-03	Capital Purchases/Equipment	6,000	
244	0843	422	80-01	Capital Purchases/Buildings & Structures	100,000	
244	0844	422	80-09	Capital Purchases/Vehicles	100,000	
<b>TOTAL (if SUBTOTAL, check here )</b>					<b>406,711</b>	

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

**ATTACH ADDITIONAL SHEETS IF NECESSARY.**

**DEPARTMENT CONTACT:** Name: Donna Morris Dept/Div: Fire Department/Administration Phone No.: 992-3082

**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.

This request is to budget State Forestry Revenue from the Diego Fire to cover salaries for the Wildland Urban Interface personnel as well as purchase additional wildland supplies/equipment and to budget New Mexico State Fire Protection Grant Awards for the Edgewood, Stanley, Tesuque, Agua Fria and Galisteo Fire Districts. The Fire Protection Grants will be utilized to purchase fire response vehicles, PPE, equipment, and facility improvements.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

**b) Professional Services (50-xx) and Capital Category (80-xx) detail:**

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
80-01	Water Storage Tank and Training Tower	122,510
80-03	Generator	15,350
80-09	Fire Response Vehicles	200,000
80-99	Fire Fighting Equipment	10,960

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Donna Morris Dept/Div: Fire Department Administration Phone No.: 992-3082

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
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.  
  
NM State Forestry Reimbursements and NM Fire Protection Grant Council Awards.
  - c) Is this request a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
  - d) Please identify other funding sources used to match this request.

The 20% Fire Protection Grant Award Match will be made utilizing the Fire Districts 209 Fire Fund Distribution.

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

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 27th Day of January, 2015.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Robert A. Anaya, Chair

ATTEST:

\_\_\_\_\_  
Geraldine Salazar, County Clerk









# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIA ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. VINCENT MARTINEZ



## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1120 Paseo De Peralta  
PO Box 1269  
Santa Fe, New Mexico 87504

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Edgewood Fire Department for Mini-pumper/rescue truck has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Edgewood Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$100,000.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer  
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, Timothy Solinski  
Board of County Commissioners

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
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DISTRICT 5 BEN L. HALL



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Santa Fe, New Mexico 87504

## CHIEF OF STAFF

S. VINCENT MARTINEZ

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Stanley Fire Department for Water storage tank, generator, wildland PPE, wildland equipment has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Stanley Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$49,960.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer  
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, Linda Anaya  
Board of County Commissioners

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
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DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. VINCENT MARTINEZ



## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1120 Paseo De Peralta  
PO Box 1269  
Santa Fe, New Mexico 87504

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Tesuque Fire Department for 10 SCBA. 10 sets Structural PPE has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Tesuque Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$28,400.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer  
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, JD Damron  
Board of County Commissioners

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
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DISTRICT 3 VALERIA ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. VINCENT MARTINEZ



## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1120 Paseo De Peralta  
PO Box 1269  
Santa Fe, New Mexico 87504

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Agua Fria Fire Department for Training tower/Propane Burn Building has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Agua Fria Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$100,000.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer  
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, Charlie Velarde  
Board of County Commissioners

# NEW MEXICO PUBLIC REGULATION COMMISSION

## COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA  
DISTRICT 2 PATRICK H. LYONS  
DISTRICT 3 VALERIA ESPINOZA, VICE CHAIR  
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR  
DISTRICT 5 BEN L. HALL

## CHIEF OF STAFF

S. VINCENT MARTINEZ



## STATE FIRE MARSHAL DIVISION

John C. Standefer, Fire Marshal  
1120 Paseo De Peralta  
PO Box 1269  
Santa Fe, New Mexico 87504

800-244-6702 (In state only)  
(505) 476-0066  
Fax: (505) 476-0100

November 1, 2014

Santa Fe County Treasurer  
P.O. Box T  
Santa Fe, NM 87504

Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Treasurer:

Congratulations! Your grant application on behalf of the Galisteo Fire Department for Mini Pumper/Rescue truck has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$20 million in needs were considered. The Galisteo Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$100,000.00 for the purchase of the approved request is being processed and will be mailed to your office for deposit.

The specifications for the approved equipment must be reviewed and approved by this Office before February 1, 2015 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of either the applicable NFPA Standards or current nationally accepted practices.

The deadline to encumber the money by contract with the vendor is May 1, 2015. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the county. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification should not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal, for the Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer  
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez  
Grant Council Chairwoman

xc: Chief, Jean Moya  
Board of County Commissioners





Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

DATE: *January 13, 2015*

TO: *Board of County Commissioners*

FROM: *Teresa Martinez, Finance Director*

VIA: *Adam Leigland, Public Works Department Director*  
*Katherine Miller, County Manager*

ITEM AND ISSUE: *BCC Meeting January 27, 2015*

Resolution 2015 - \_\_\_\_\_ A Resolution Requesting a Budget Increase to the State Special Appropriations Fund (318) to Budget a Grant to Make Solar Energy Improvements to Fire Stations in Santa Fe County. / \$182,000 (Finance/Teresa Martinez)

### SUMMARY:

The purpose of this resolution is to budget Grant 14-L-1993 in State Special Appropriation Fund (318) in the amount of \$182,000 to make solar energy improvements to fire stations in Santa Fe County.

### BACKGROUND:

As part of its commitment to further developing renewable energy projects at County facilities, the Board of County Commissioners included solarizing County fire stations as one of its top 5 priorities in the County's 2013 "Infrastructure Capital Improvements Plan" (ICIP) submittal to the NM Department of Finance and Administration (DFA). Adopted as Resolution 2013-101, the 2013 ICIP served as the basis for the County's capital outlay funding request to the NM State Legislature for the 2014 session. Thanks to the efforts of State Senators and Representatives representing Santa Fe County and our in-house legislative team, the County was able to secure \$182,000 in the adopted 2014 capital outlay bill for solarizing County fire stations.

Included in the 2014 capital outlay bill was the authorization for the DFA to enter into a grant agreement with Santa Fe County "to plan, design, construct and equip solar energy improvements to fire stations in Santa Fe county." The fully executed grant agreement was completed in November 2014.

Collaborating with the Fire Department, Public Works staff has identified five appropriate fire stations, one in each Commissioner District, for installation of photovoltaic systems. The candidate fire stations are: Northern Region Fire Station – Pojoaque (District 1), Agua Fria Fire Station #2 – La Tierra (District 2), Southern Region Fire Station – Edgewood (District 3), Hondo Fire Station #2 (District 4), and Turquoise Trail Fire Station (District 5).

\$182,000 in funding is sufficient to construct 40-45 kilowatts (kW) of solar photovoltaic (PV) projects. Therefore, each of the 5 projects is proposed to be approximately 8-9 kW in size – assuming sufficient roof area or vacant land is available. A 9 kW solar project will generate between 20 to 60% of each fire station's annual electric usage. Based on project feasibility assessments at each fire station (e.g. assessing roofs' structural integrity), the projects will either be roof or ground mounted.

---

**ACTION REQUESTED:**

Public Works is requesting approval to budget Grant 14-L-1993 in the amount of \$182,000 to make solar energy improvements to fire stations throughout the County.

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Public Works/ Project Development Fund Name: State Special Appropriation Fund (318)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	8011	371	9000	State/Other	\$182,000	
TOTAL (if SUBTOTAL, check here )					\$182,000	

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	8011	483	8001	Capital Purchases/ Buildings & Structures	\$182,000	
TOTAL (if SUBTOTAL, check here )					\$182,000	

Requesting Department Approval: \_\_\_\_\_ Title: Director, Public Works Date: JAN 12 2015

Finance Department Approval: [Signature] Date: 1/27/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

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.  
 Santa Fe County received Grant 14-L-1993 in the 2014 Legislative Session to plan, design, construct and equip solar energy improvements to fire stations in Santa Fe County. Staff will work in conjunction with the Fire Division of the Public Safety Department to install photovoltaic systems at 5 fire stations in Santa Fe County.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8001	Installation of photovoltaic systems at 5 fire stations in Santa Fe County.	\$ 182,000

- 2) Is the budget action for RECURRING expense  or for NON-RECURRING (one-time only) expense  X

# SANTA FE COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

**DEPARTMENT CONTACT:**

Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):**

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES  X NO  State Special Appropriations Fund (318)  
If YES, cite statute and attach a copy.  
"Laws of 2014, Chapter 66 Section 22/189, One Hundred Eighty Two Thousand Dollars and No Cents \$182,000 to plan, design, and construct and equip solar energy improvements to fire stations in Santa Fe County."
  - b) Does this include state or federal funds? YES  X NO   
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.

Grant 14-L-1993  
Award Date: November 6, 2014  
Amount: \$182,000

- c) Is this request is a result of Commission action? YES  NO  X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.

NA

**SANTA FE COUNTY**  
**RESOLUTION 2015 - \_\_\_\_\_**

**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 27<sup>th</sup> Day of January, 2015.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Robert A. Anaya, Chairperson

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

RECEIVED  
DEPT. LOCAL GOV. DIV.

14 NOV -4 AM 11:39

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 892 CAPITAL APPROPRIATION PROJECT

SANTA FE, NM 87503

THIS AGREEMENT is made and entered into as of this 6 day of November, 2014 by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Santa Fe, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

14-L-1993

\$182,000.00 APPROPRIATION REVERSION DATE: June 30, 2018

Laws of 2014, Chapter 66, Section 22/189, One Hundred Eighty Two Thousand Dollars and No Cents \$182,000.00 to plan, design, construct and equip solar energy improvements to fire stations in Santa Fe county.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Eighty Two Thousand Dollars and No Cents \$182,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, No Dollars and No Cents (\$0.00), which equals One Hundred Eighty Two Thousand Dollars and No Cents (\$182,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
  - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
  - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT  
DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: County of Santa Fe  
Name: Agnes Leyba-Cruz  
Title: Administration Manager  
Address: P O Box 276, Santa Fe, NM 87504  
Email: alopez@santafecounty.org  
Telephone: 505-995-6516  
FAX: 505-428-3113

Department: DFA/Local Government Division  
Name: Mr. Reuben Teran  
Title: Project Manager  
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501  
Email: ReubenS.Teran@state.nm.us  
Telephone: 505-827-4972  
FAX: 505-827-4948

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be "expended" on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to "encumber" the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are "expended" and an "expenditure" has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* "expended" and an "expenditure" has *not* occurred as of the date they are "encumbered" by the Grantee pursuant to a contract or purchase order with a third party.

#### ARTICLE V. EARLY TERMINATION

##### A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

##### B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

#### **ARTICLE VII. AMENDMENT**

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

#### **ARTICLE VIII. REPORTS**

##### **A. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

##### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

##### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

**D. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

**ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

**B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

- contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
  - (iii) Twenty (20) days from date of Early Termination; or
  - (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS:  
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

**ARTICLE XIII. 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 this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

**ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and DFA concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

**ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Santa Fe or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Santa Fe or DFA/LGD."

**ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

Katherine Miller  
Signature of Official with Authority to Bind Grantee

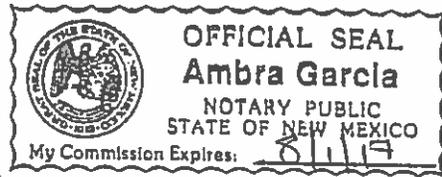
By: Katherine Miller  
(Type or Print Name)  
Its: County manager  
(Type or Print Title)  
10.28.14

Date  
STATE OF NEW MEXICO )  
)ss  
COUNTY OF Santa Fe

Approved as to form  
Santa Fe Coun:  
By: [Signature]  
Date: 10-21-14  
AM 10/24/14

The foregoing instrument was acknowledged before me this 28 day of October, 2014.

by Katherine Miller  
[Signature]  
Notary Public  
My Commission Expires: 8/1/17



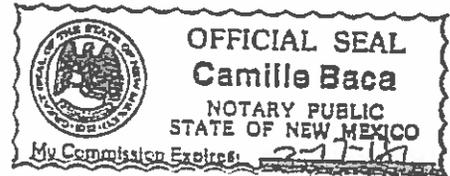
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

[Signature]  
By: Wayne Sewell Sanjay BHAKTA  
Its: Director, Acting  
Date: 11/6/14

STATE OF NEW MEXICO )  
)ss  
COUNTY OF Santa Fe

The foregoing instrument was acknowledged before me this 6 day of November, 2014.

by Sanjay BHAKTA  
[Signature]  
Notary Public  
My Commission Expires: 3-17-18



**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

PERIODIC REPORT     FINAL REPORT

Grantee: \_\_\_\_\_

Project Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

**A. Third Party Obligations**

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

**B. Project Phase**

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
Complete Mailing, including suite, if applicable  
 \_\_\_\_\_  
City State Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Grant Amount: \_\_\_\_\_  
 B. AIPP Amount (If Applicable) \_\_\_\_\_  
 C. Funds Requested to Date: \_\_\_\_\_  
 D. Amount Requested this Payment: \_\_\_\_\_  
 E. Grant Balance: \_\_\_\_\_ **\$0.00**  
 F.  GF  GOB  STB (attach wire if 1st draw)  
 G. Payment Request No. \_\_\_\_\_

**III. Fiscal Year Expenditure Period Ending:**  
(check one)

- (Jan-Jun)  Fiscal  
 (Jul-Dec)  Year

**IV. Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
 Grantee Fiscal Officer  
 or Fiscal Agent (if applicable)

\_\_\_\_\_  
 Grantee Representative

\_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name  
 Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED  
 before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

SWORN TO AND SUBSCRIBED  
 before me on this \_\_\_\_\_ day  
 of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

**(Department Use Only)**

Vendor Code: \_\_\_\_\_  
 Loc No.: \_\_\_\_\_

Fund No.: \_\_\_\_\_

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

DATE: \_\_\_\_\_

TO: Grantee Representative: \_\_\_\_\_

FROM: Department Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number 13 L 1661 entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Third Party Obligation (includes purchase orders and contract) #: \_\_\_\_\_  
Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_  
Termination Date: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

The Amount of this Notice of Obligation to Reimburse: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

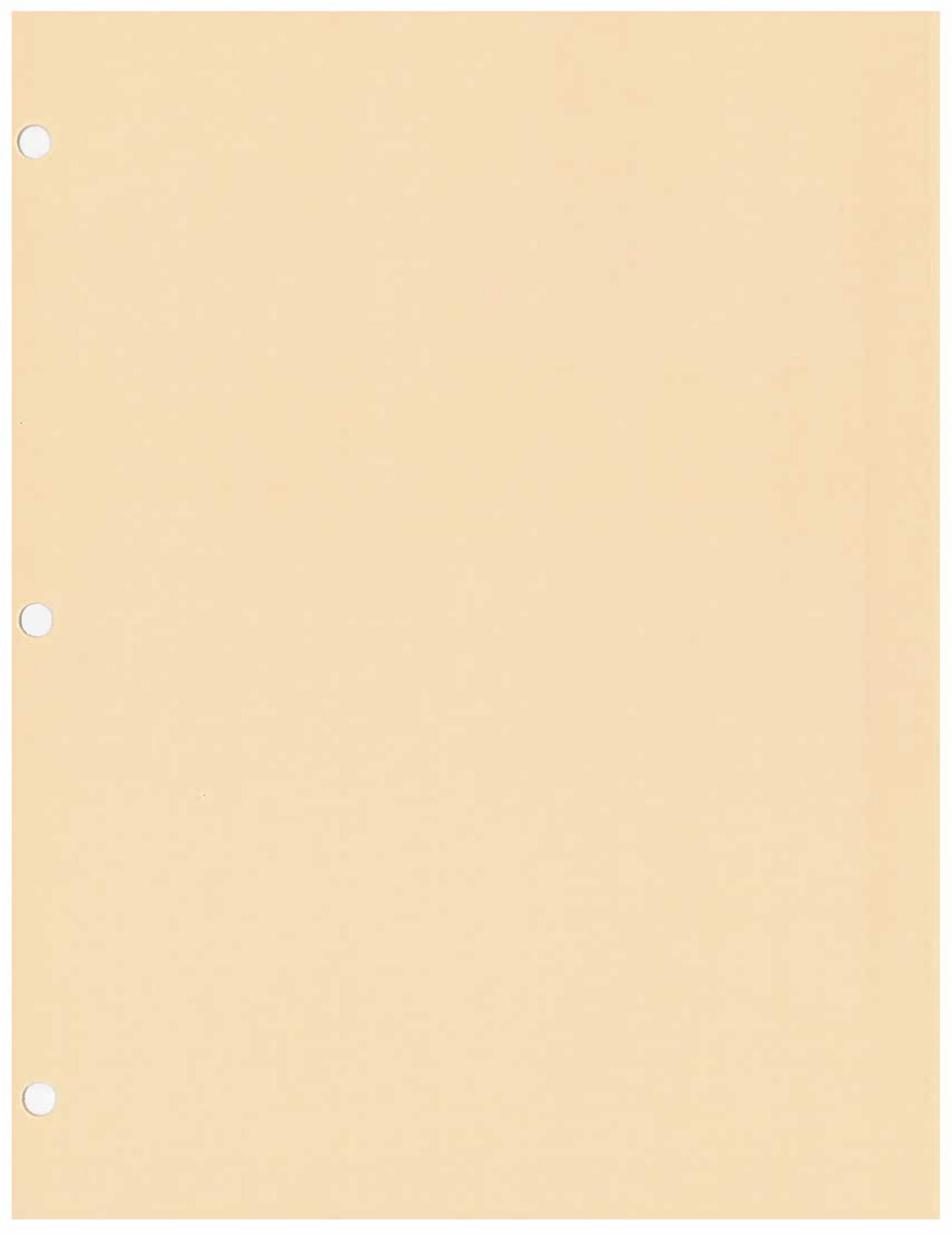
\_\_\_\_\_

Department Representative: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_





Henry P. Roybal  
Commissioner, District 1

Miguel Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** January 12, 2015

**TO:** Board of County Commissioners

**FROM:** Teresa Martinez, Finance Director 

**VIA:** Adam Leigland, Public Works Department Director  
Katherine Miller, County Manager

**ITEM AND ISSUE:** BCC Meeting January 27, 2015

Resolution 2015 - \_\_\_\_\_ A Resolution Requesting a Budget Increase to the GOB Series 2013 Fund (351) to Budget Approved and Unbudgeted Funds for General Goodwin Ranch Road Improvements/ \$1,387,762 (Finance/Teresa Martinez)

### SUMMARY:

The purpose of this resolution is to budget the remainder of the allocation for the drainage and roadway improvements on CR55A (General Goodwin Ranch Road)

### BACKGROUND:

On July 31, 2012, the BCC authorized a budget of \$1,500,000 from the sale of General Obligation Bonds to design and construct drainage and paving improvements to General Goodwin Ranch Road (CR55A.) After approval of the Bond question by the voters, a portion of this allocation (\$112,237) was budgeted. In September of 2013, a torrential rain event caused the road to become impassible for over a week. This resulted in a revised design approach to ensure the construction of a more robust drainage solution. The drainage analysis has been completed and the engineer's estimate of probable cost will be within the fully budgeted amount.

### ACTION REQUESTED:

Public Works is requesting approval to budget \$1,387,762 to complete the design, acquisition and construction of improvements to General Goodwin Ranch Road.



# SANTA CRUZ COUNTY

## RESOLUTION 2015 - \_\_\_\_\_

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

Whereas, the Board of County Commissioners meeting in regular session on January 27, 2015, did request the following budget adjustment:

Department / Division: Public Works/ Project Development Fund Name: GOB Series 2013 (351)

Budget Adjustment Type: Budget Increase Fiscal Year: 2015 (July 1, 2014 - June 30, 2015)

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
351	0000	385	0400	Budgeted Cash	\$1,387,762	
TOTAL (if SUBTOTAL, check here )					\$1,387,762	

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
351	6182	481	8011	Capital Purchases/RDWY Capitalized Cont SVC	\$1,387,762	
TOTAL (if SUBTOTAL, check here )					\$1,387,762	

Requesting Department Approval: \_\_\_\_\_ Title: Adam Leigland, PE, Director, Public Works Date: JAN 12 2015

Finance Department Approval:  Date: 1/27/15 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

County Manager Approval:  Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY:

DEPARTMENT CONTACT: Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

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.  
 On July 31, 2013 the BCC authorized \$1,500,000 from the sale of General Obligation Bonds to design and construct drainage and paving improvements to General Goodwin Ranch Road (CR55A). In October of 2013, staff hired Miller Engineering to design the improvements to the road. During the design phase torrential rains caused the road to become impassable for over a week. This resulted in a revised design approach to ensure the construction of a more robust drainage solution. The requested funds will be used to complete a drainage study and surveying services for the project and for the construction of the designed improvements.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclass, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8011	Complete the surveying and drainage design for the improvements to General Goodwin Ranch Road	\$1,387,762

- 2) Is the budget action for RECURRING expense \_\_\_\_\_ or for NON-RECURRING (one-time only) expense X

RESOLUTION 2015 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY:

DEPARTMENT CONTACT:

Name: Agnes Leyba-Cruz Dept/Div: Project Development Phone No.: 995-6516

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES  NO  GOB Series 2013  
If YES, cite statute and attach a copy.
  - b) Does this include state or federal funds? YES  NO   
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.
  - c) Is this request is a result of Commission action? YES  NO   
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

The Commission approved the authorization of GOB Series 2013 funds in the 2012 Capital Improvement Plan in June of 2012.

- d) Please identify other funding sources used to match this request.

NA

SANTA FE COUNTY

RESOLUTION 2015 - \_\_\_\_\_

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.

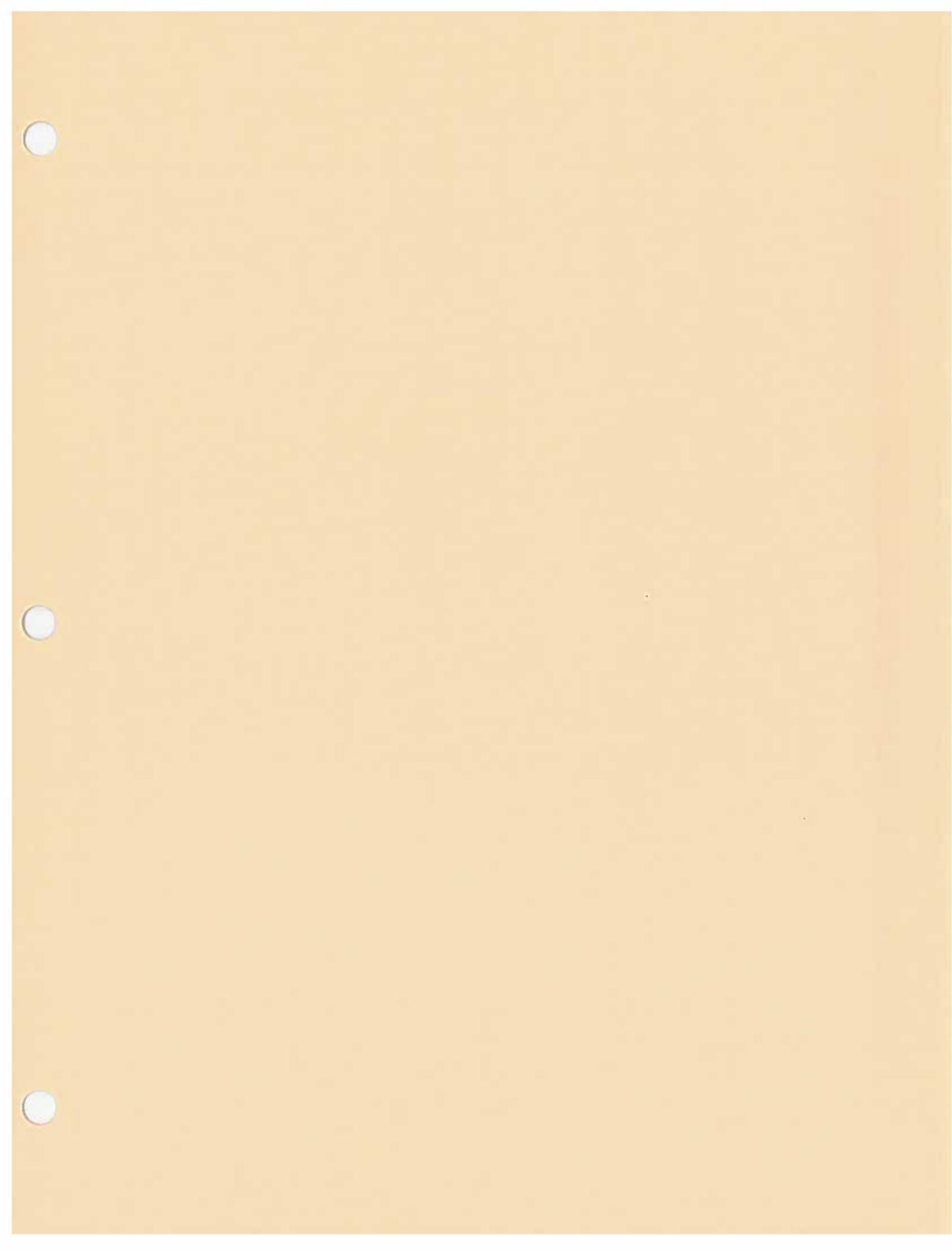
Approved, Adopted, and Passed This 27th Day of January, 2015.

Santa Fe Board of County Commissioners

Robert A. Anaya, Chairperson

ATTEST:

Geraldine Salazar, County Clerk





Henry P. Roybal  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

To: The Board of County Commission

From: Teresa C. Martinez

Via: Katherine Miller

Date: January 27, 2015

Subject: Resolution No. 2015-\_\_\_, A Resolution Authorizing The Disposition Of Fixed Assets In Accordance With State Statute. (Finance/Teresa Martinez)

---

### ISSUE:

On an annual basis, department staff/elected officials are required to collect information related to inoperable or obsolete property and equipment of Santa Fe County in order to determine its eligibility for surplus.

### BACKGROUND:

Santa Fe County follows the State of New Mexico statutory policies to dispose of surplus property and equipment pursuant to NMSA 1978, Section 13-6-1.

The Santa Fe County Corrections Department has submitted various items of scrap metal for disposition that are obsolete or damaged.

### REQUEST ACTION:

The finance division requests the Board's consideration and approval of the attached resolution to dispose the obsolete personal property.

Upon approval of the resolution by the Board of County Commissioners, a copy of the Resolution will be submitted to the State Auditor's Office. The items will be disposed thirty days after notification to the State Auditor.

**SANTA FE COUNTY**  
**RESOLUTION NO. 2015-**

---

**A RESOLUTION AUTHORIZING THE DISPOSITION OF FIXED ASSETS IN  
ACCORDANCE WITH STATE STATUTE**

---

**WHEREAS**, Santa Fe County (County) desires to recycle certain personal property identified in Exhibit A, attached; and

**WHEREAS**, Exhibit A details each item of personal property by department or office, tag number, description of fixed asset, serial number, reason for surplus, condition of fixed asset, location of fixed asset, and/or estimated value; and

**WHEREAS**, the Board of County Commissioners (BCC) hereby determines that (i) each item of personal property on Exhibit A is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the County and (ii) each item on Exhibit A has an estimated current resale value of five thousand dollars (\$5,000) or less.

**NOW, THEREFORE, BE IT RESOLVED** that the BCC (i) approves of the disposal of the personal property listed on Exhibit A, pursuant to NMSA 1978, Section 13-6-1 (2012), and (ii) directs that, to the extent feasible, the personal property shall be recycled as scrap metal and, if that it is not feasible, that it be disposed of as otherwise allowed by law.

**PASSED, APPROVED, AND ADOPTED THIS 27<sup>th</sup> DAY OF JANUARY, 2015.**

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

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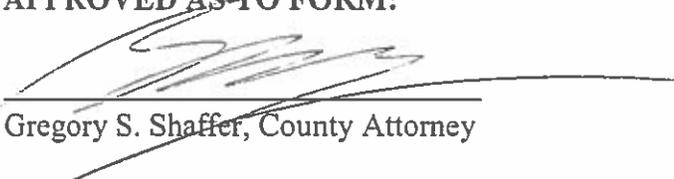
Robert A. Anaya, Chair

**ATTEST:**

---

Geraldine Salazar, County Clerk

**APPROVED AS-TO FORM:**



---

Gregory S. Shaffer, County Attorney

SANTA FE COUNTY  
**FIXED ASSETS SURPLUS PROGRAM - FISCAL YEAR 2015**  
**ALL OTHER ASSETS**

EXHIBIT 11

DEPARTMENT: Public Safety/Corrections/ADF

PERSON COMPLETING THE FORM: Serlo Vigil

TELEPHONE NO.:

3868

TAG NUMBER	DESCRIPTION OF FIXED ASSET	SERIAL NO.	REASON FOR SURPLUS	CONDITION OF FIXED ASSET	LOCATION OF FIXED ASSET	ESTIMATED VALUE
NONE	AIR CONDITIONER MOTORS - 25 EACH	NONE	SCRAP METAL - OBSOLETE	POOR	ADF	UNKNOWN
NONE	FLAMMABLE MATERIALS CABINET	NONE	SCRAP METAL	POOR/RUSTED	ADF	UNKNOWN
NONE	FLAMMABLE MATERIALS CABINET	NONE	SCRAP METAL	POOR/RUSTED	ADF	UNKNOWN
NONE	SNAIL TRAP FIREARM CLEARING TUBE	NONE	SCRAP METAL	POOR/RUSTED	ADF	UNKNOWN
NONE	GATE CLOSER	NONE	SCRAP METAL - OBSOLETE	POOR	ADF	UNKNOWN
FA0105	FOOD WASTE DISPOSER	26629	SCRAP METAL	POOR	ADF	UNKNOWN
ILLEGIBLE	FOOD WASTE DISPOSER	18051	SCRAP METAL	POOR	ADF	UNKNOWN
FA0151	HEATED CABINET - DOOR ONLY	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
NONE	GATE CLOSER	NONE	SCRAP METAL - OBSOLETE	POOR	ADF	UNKNOWN
NONE	PLUMBING BOOSTER HEATER	9177810509	SCRAP METAL - DAMAGED	POOR	ADF	UNKNOWN
NONE	PLUMBING BOOSTER HEATER	5347560823	SCRAP METAL - DAMAGED	POOR	ADF	UNKNOWN
NONE	GATE CLOSER	NONE	SCRAP METAL - OBSOLETE	POOR	ADF	UNKNOWN
NONE	ASSORTED SCRAP METALS	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
NONE	ASSORTED SCRAP METALS	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
NONE	ASSORTED SCRAP METALS	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
NONE	CHAIN LINK GATE	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
NONE	BARB WIRE	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
NONE	CHAIN LINK GATE - 3 EACH	NONE	SCRAP METAL	POOR	ADF	UNKNOWN
IE1962	EPT-2547180 PALLET JACK	NONE	SCRAP METAL	POOR	ADF	UNKNOWN

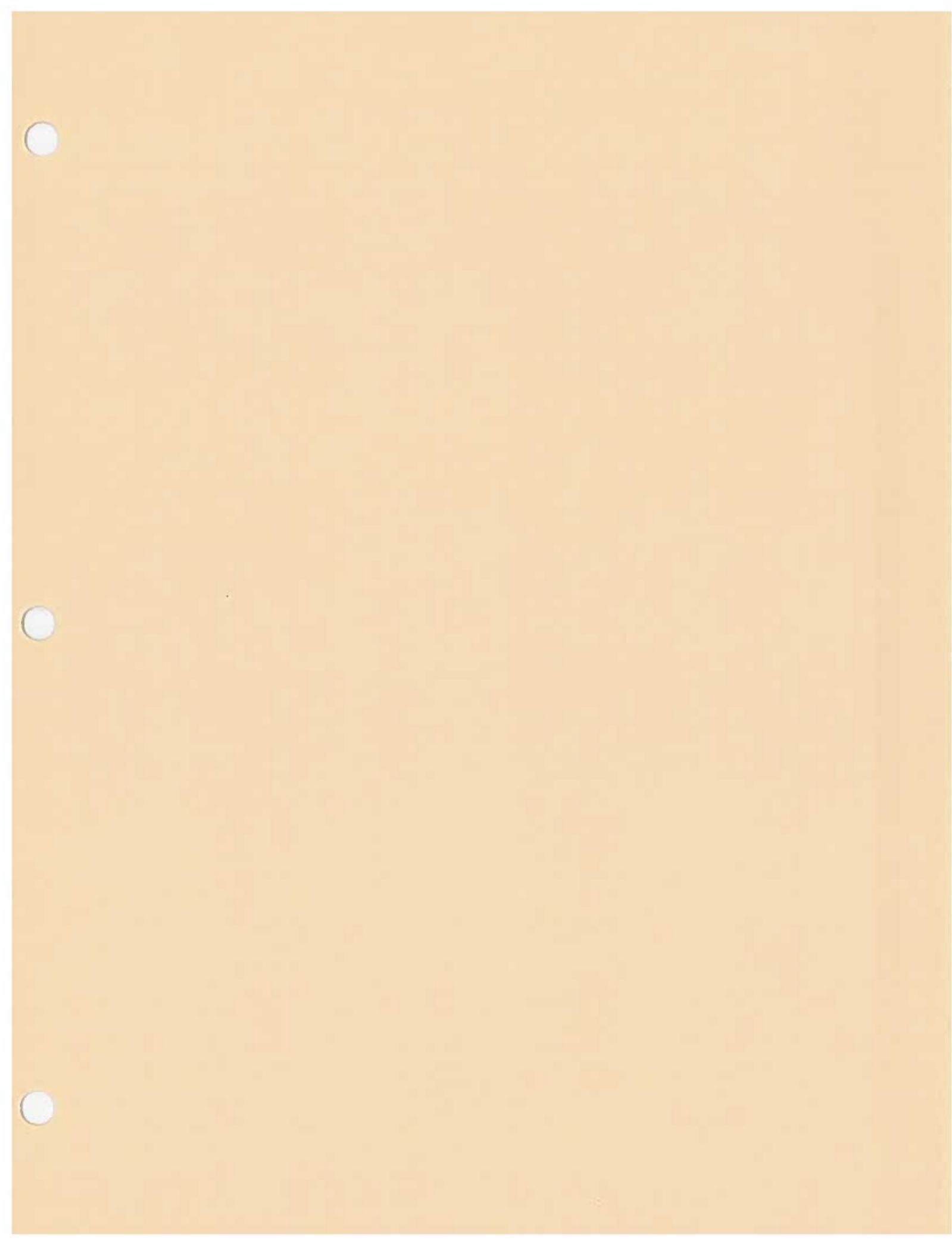
NOTE: Possible Reasons for Surplus: Obsolete; excessive cost to repair; and, working but not currently used by the department  
 Condition of the Asset: Damaged; destroyed; working (note the condition-good, fair, or poor)

We hereby certify that the assets noted above have been examined and the information is accurate to the best of our knowledge.

Department Director: [Signature]

Date: 12-9-14



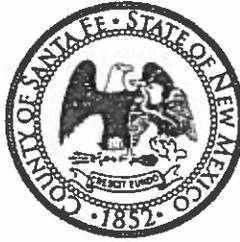




**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

## Memorandum

**To:** Santa Fe County Board of County Commissioners

**From:** Rachel O'Connor  
Santa Fe County Community Services Department

**Through:** Katherine Miller  
Santa Fe County Manager

**Date:** January 14, 2015

**Subject:** Resolution No. 2015 - \_\_\_, A Resolution Amending Resolution 2013-61 to Clarify Policies for County Owned or Leased Community Centers

---

### Issue:

The Community Services Department is submitting an amendment to the current Community Center Resolution No. 2013-61.

### Background:

The amended Resolution will add the Max Coll Community Center that is currently under construction in El Dorado and the Stanley Cyclone Center to the list of Community Centers listed in Resolution No. 2013-61. The amendment also deletes the current Section VI. of Exhibit A (Prohibited Activities) in the current Resolution and replaces it with amended language that states, "All activities that are illegal under state, federal, and / or Santa Fe County Ordinance are strictly prohibited in County owned or leased community centers and the County owned or leased property upon which those centers are located. The use of alcoholic beverages is strictly prohibited. Community Centers are smoke free facilities."

### Staff Recommendations

The Community Services Department recommends approval of the amended language.

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

**RESOLUTION NO. 2015-**

---

**A RESOLUTION AMENDING RESOLUTION 2013-61 TO CLARIFY POLICIES FOR COUNTY OWNED  
OR LEASED COMMUNITY CENTERS**

---

**WHEREAS**, on June 11, 2013, the Board of Santa Fe County Commissioners (the BCC) adopted Resolution 2013-61, A Resolution Establishing Community Center Trustees, and Repealing and Replacing Policies for County Owned or Leased Community Centers; and

**WHEREAS**, Resolution 2013-61 identified those community centers owned or leased by Santa Fe County; and

**WHEREAS**, Santa Fe County is in the process of developing the Stanley Cyclone Center and is constructing the Max Coll Community Center in Eldorado, both of which shall be governed by the policies adopted by Resolution No. 2013-61; and

**WHEREAS**, the BCC desires to clarify Resolution No. 2013-61, Exhibit A, Section VI "Prohibited Activities"; and

**WHEREAS**, Resolution 2013-61, Exhibit A, Section VII "Amendments" provides that the policies "may from time to time be amended by the County Manager, with the approval of the Board."

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY that Resolution 2013-61 is amended as follows:**

**Section One.** Section VI of Exhibit A to Resolution 2013-61 is deleted in its entirety and replaced with the following:

**VI. Prohibited Activities**

All activities that are illegal under state, federal and/or Santa Fe County ordinance are strictly prohibited in County owned or leased community centers and the County owned or leased property upon which those centers are located. The use of alcoholic beverages is strictly prohibited. Community Centers are smoke free facilities.

**Section Two.** All provisions of Resolution 2013-61 not herein amended shall remain in full force and effect.

**PASSED, APPROVED, and ENACTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by the Board of County Commissioners of Santa Fe County.

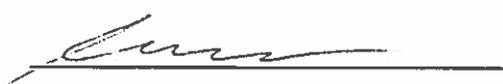
**THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY**

\_\_\_\_\_  
Robert A. Anaya, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney







Henry P. Roybal  
Commissioner, District 1

Miguel M. Chavez  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Kathy Holian  
Commissioner, District 4

Liz Stefanics  
Commissioner, District 5

Katherine Miller  
County Manager

**Date:** *January 27, 2015*

**To:** *Board of County Commissioners*

**From:** *Kathy Holian, County Commissioner*

**Via:** *Katherine Miller, County Manager*

**Re:** **A Resolution Supporting Continued Enforcement and Funding of the Federal Endangered Species Act (Commissioner Holian)**

---

### **BACKGROUND**

The Endangered Species Act, a signature bi-partisan piece of legislation signed by President Nixon in 1973, has been one of New Mexico's most successful environmental laws. It has protected natural heritage, saved species from the brink of extinction and recovered some iconic ones. With new threats from habitat loss and climate change, the rich habitats of Santa Fe County's forests, pueblos, and parks, and the imperiled wildlife that call them home could diminish in size, number and quality in the very near future.

With the help of the Endangered Species Act, Santa Fe County has seen strong protection of natural resources. New Mexicans and visitors have enjoyed the benefit of the recovery of the Bald Eagle along the Rio Grande River. A species not yet listed, Sprague's Pipit—a native to New Mexico's open grassland, -- has seen its' numbers diminish while awaiting listing. New Mexico's colorful fall brings thousands of visitors every year to the nearby mountains. The Pecos Sunflower and Wright's Purple Thistle, which add to New Mexico's yearly color display, are 'threatened' species but need listing to protect their habitat. With the help of the Endangered Species Act, there is an opportunity to restore some of the most threatened recreational species—including the Rio Grande Cutthroat trout, -- that help bring economic strength and recreation to the state and the county.

### **ACTION REQUESTED**

Commissioner Holian seeks board approval for the resolution.

THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY

RESOLUTION No. 2015- \_\_\_\_\_

---

A RESOLUTION SUPPORTING CONTINUED ENFORCEMENT AND FUNDING OF  
THE FEDERAL ENDANGERED SPECIES ACT.

---

WHEREAS, this year marks the 41st anniversary of the adoption of the Endangered Species Act (ESA);

WHEREAS, the purpose of this visionary law is to save imperiled plants and animals from extinction and to protect vital habitat that provides us with clean water, food, medicines and other valuable products and services;

WHEREAS, according to a national Harris Poll, 90% of Americans agree that the ESA has helped hundreds of species, recover from the brink of extinction and 87% agree that the ESA is a successful safety net for protecting wildlife, plants and fish from extinction;

WHEREAS, the ESA has been more than 99% effective in meeting its purpose – i.e., since the ESA became law in 1973, less than 1% of the species protected under the ESA have ever been delisted due to extinction;

WHEREAS, due to the success of the ESA, iconic species such as the bald eagle, the peregrine falcon, gray wolves, grizzly bears, Florida manatees and the American alligator are once again thriving;

WHEREAS, due to the success of the ESA, here in the southwest, species such as the Aplomado falcon, Apache trout and whooping crane have been brought back from the brink of extinction;

WHEREAS, the ESA contributes directly and indirectly to our economy, in many ways, such as outdoor recreation and nature based tourism, agriculture, modern medicine, industry, and ecosystem services, which purify water, control climate, recycle nutrients and

protect us against flooding;

**WHEREAS**, the benefits of the ESA come at very little cost in that all federal spending on land, freshwater, ocean and wildlife conservation programs totals little more than 1% of the federal budget, and programs that protect endangered species make up only a tiny fraction of that amount;

**WHEREAS**, the rich natural resources of Santa Fe County's many lakes, rivers and streams have been threatened by our state's current drought, second only to California;

**WHEREAS**, the Sportsmens' reliable access to game and fish is becoming limited. Keeping the ESA strong will help assure the economic and recreational viability of hunting and fishing in Santa Fe County.

**WHEREAS**, one of New Mexico's most iconic fish, the Rocky Mountain cutthroat trout, is being threatened by the stresses of drought and overfishing, and protection by the ESA of this fish would help assure this species' survival for future generations of outdoorsmen to enjoy;

**WHEREAS**, the ESA ensures all these benefits, and some as yet unknown, not only now, but for generations to come;

**WHEREAS**, the ESA contains multiple provisions that offer private landowners flexibility in complying with the Act, including provisions that allow landowners to work cooperatively with the U.S. Fish and Wildlife Service to minimize adverse impacts to listed species and avoid penalties or legal liability for their cooperation;

**WHEREAS**, the County, itself has taken steps to factor in the effects of climate change, the importance of the ESA in the face of climate change takes on added significance.

**NOW THEREFORE BE IT RESOLVED** that the County of Santa Fe fully supports the landmark ESA and strongly urges its continued application with adequate funding.

**BE IT FURTHER RESOLVED** that the County Clerk shall forward copies of this resolution to the County's Federal Congressional Delegation.

**APPROVED, ADOPTED AND PASSED** this 27<sup>th</sup> day January, 2015.

**BOARD OF COUNTY COMMISSIONERS**

---

Robert A. Anaya, Chairman

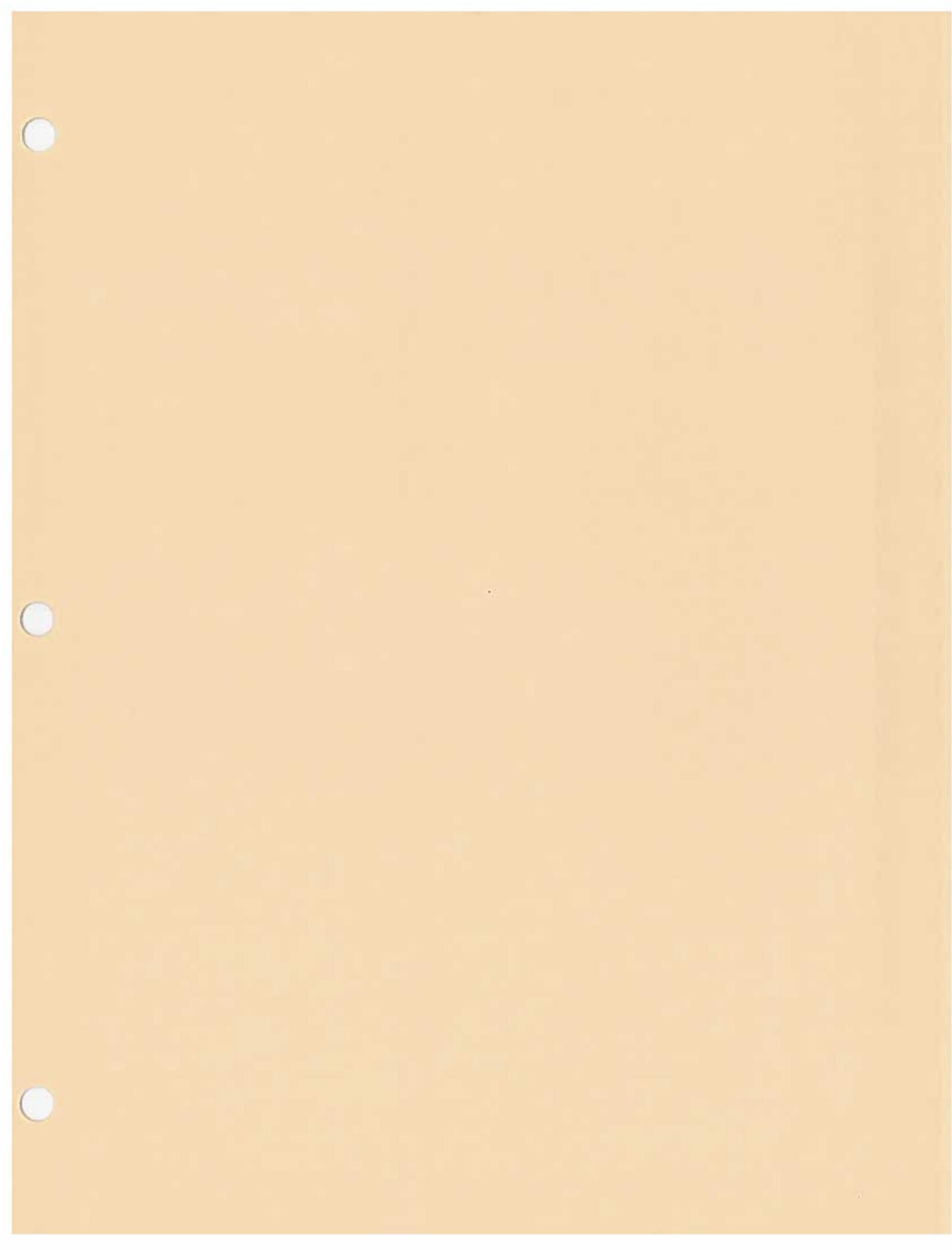
**Attest:**

---

Geraldine Salazar, Santa Fe County Clerk

**Approved As To Form:**

*Willie R. Brown*  
for: Gregory Shaffer, County Attorney

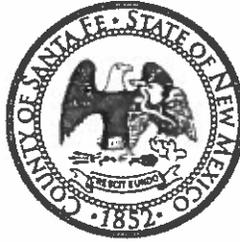




**Henry P. Roybal**  
*Commissioner, District 1*

**Miguel M. Chavez**  
*Commissioner, District 2*

**Robert A. Anaya**  
*Commissioner, District 3*



**Kathy Holian**  
*Commissioner, District 4*

**Liz Stefanics**  
*Commissioner, District 5*

**Katherine Miller**  
*County Manager*

To: Board of County Commissioners

From: Kathy Holian, Commissioner, District 4

Via: Katherine Miller, County Manager

Date: January 21, 2015

Re: **A Resolution Directing the County Manager to Assess Any Unique Infrastructure and Service Needs of the County's Wildland-Urban Interface Areas as well as Funding Options to Meet Those Needs**

---

**Issue.** The wildland-urban interface areas within Santa Fe County (County) are exposed to the inherent risk of wildland fires. This may create unique infrastructure and service needs within wildland-urban interface areas.

**Background.** The above-referenced resolution would direct the County Manager to work with appropriate staff to assess any such unique infrastructure and service needs within the wildland-urban interface areas as well as funding options to meet those needs. The report of this assessment would be due in early May. There is no fiscal impact from this resolution, other than staff time.

**Recommendation.** Approve the resolution, so that the Board of County Commissioners has a holistic assessment of any unique needs and funding options for those needs within the wildland-urban interface areas.



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

**RESOLUTION NO. 2015 - \_\_\_\_\_**

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**A RESOLUTION DIRECTING THE COUNTY MANAGER TO ASSESS ANY UNIQUE  
INFRASTRUCTURE AND SERVICE NEEDS OF THE COUNTY'S WILDLAND-  
URBAN INTERFACE AREAS AS WELL AS FUNDING OPTIONS TO MEET THOSE  
NEEDS**

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**WHEREAS**, within Santa Fe County (County), people have chosen to build residential and other structures and to live and work within wildland-urban interface areas; and

**WHEREAS**, wildland-urban interface areas may have unique infrastructure and service needs due to the inherent risks presented in such areas by wildland fires; and

**WHEREAS**, it is desirable for the County to conduct a holistic assessment of any such needs as well as funding options available to meet them.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners (Board) of the County that:

1. The County Manager is directed to work with appropriate staff from the Public Works Department, Fire Department, County Attorney's Office, Finance Department, and other departments and divisions to assess: (i) any unique infrastructure and service needs of wildland-urban interface areas due to the risk of wildland fires; and (ii) the funding options available to meet any such needs. The County Manager shall invite representatives of State agencies and residents and property owners from wildland-urban interface areas to participate in this assessment, to the extent the County Manager determines such participation to be worthwhile.

2. A report on the assessment required in Paragraph 1 of this Resolution shall be brought to the Board by May 12, 2015.

**PASSED, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of January, 2015.

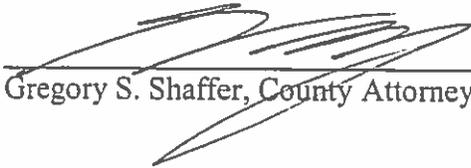
**THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY**

By: \_\_\_\_\_  
Robert A. Anaya, Chair

**ATTESTED:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney







**Henry P. Roybal**  
Commissioner, District 1

**Miguel M. Chavez**  
Commissioner, District 2

**Robert A. Anaya**  
Commissioner, District 3



**Kathy Holian**  
Commissioner, District 4

**Liz Stefanics**  
Commissioner, District 5

**Katherine Miller**  
County Manager

DATE: January 27, 2014

TO: Santa Fe County Board of County Commissioners

FROM: Tessa Jo Mascareñas, Constituent Liaison *TJM*

VIA: Katherine Miller, County Manager

RE: RESOLUTION NO. 2015 - \_\_\_: A RESOLUTION IN SUPPORT OF THE REGIONAL COALITION OF LANL COMMUNITIES RESOLUTION CONCERNING LANL'S ENVIRONMENTAL MITIGATION MASTER TASK ORDER AGREEMENTS AND THE ENVIRONMENTAL MITIGATION WORK RELATED TO THOSE AGREEMENTS

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### **Background and Summary**

The Regional Coalition of LANL Communities (Coalition) is comprised of eight cities, counties and pueblos surrounding the Los Alamos National Laboratory (LANL). Founded in 2011, the Coalition works in partnership to ensure national decisions incorporate local needs and concerns. The Coalition's focus is environmental remediation, regional economic development and site employment, and adequate funding for LANL.

On Friday, January 16, 2015, the Coalition adopted the attached resolution (Exhibit A) in response to the shift in the legacy cleanup work at LANL from the Nation Nuclear Security Administration to DOE's Office of Environmental Management.

### **Staff Recommendation**

It is recommended that this resolution be passed in order to support the initiatives of the Regional Coalition of LANL Communities and provide support of the Coalition as they prepare for their meetings with the Congressional Delegation.

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

**RESOLUTION NO. 2015 - \_\_\_\_\_**

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**A RESOLUTION IN SUPPORT OF THE REGIONAL COALITION OF LANL  
COMMUNITIES RESOLUTION CONCERNING LANL'S ENVIRONMENTAL  
MITIGATION MASTER TASK ORDER AGREEMENTS AND THE  
ENVIRONMENTAL MITIGATION WORK RELATED TO THOSE AGREEMENTS**

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**WHEREAS**, the Regional Coalition of LANL Communities is comprised of the City of Santa Fe, County of Santa Fe (County), City of Espanola, County of Los Alamos, County of Rio Arriba, Town of Taos, County of Taos, Ohkay Owingeh Pueblo, and the Pueblo of Jemez; and

**WHEREAS**, at its January 16, 2015 meeting, the Regional Coalition of LANL Communities adopted a resolution entitled "A Resolution Regarding Los Alamos National Laboratory's Environmental Mitigation Master Task Order Agreements, Their Impact on the Economy of Northern New Mexico and the Transition of the Oversight of this Work from LANS to EM" (the "Resolution"), a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the Board of County Commissioners (BCC) of the County desires to express its support for the Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the BCC that:

1. It supports the Resolution.
2. The County Manager is directed to transmit a copy of this Resolution to the Regional Coalition of LANL Communities.

**PASSED, APPROVED, AND ADOPTED** this 27<sup>th</sup> day of January, 2015.

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

By: \_\_\_\_\_  
Robert A. Anaya, Chair

**ATTESTED:**

\_\_\_\_\_  
Geraldine Salazar, County Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Gregory S. Shaffer, County Attorney



**Regional Coalition of LANL Communities**

**A RESOLUTION REGARDING LOS ALAMOS NATIONAL LABORATORY'S ENVIRONMENTAL MITIGATION MASTER TASK ORDER AGREEMENTS, THEIR IMPACT ON THE ECONOMY OF NORTHERN NEW MEXICO AND THE TRANSITION OF THE OVERSIGHT OF THIS WORK FROM LANS TO EM**

WHEREAS, the economic well being of northern New Mexico is directly affected by the activities of Los Alamos National Laboratory and its subcontractors; and

WHEREAS, the Regional Coalition of LANL Communities is comprised of the City of Santa Fe, County of Santa Fe, City of Española, County of Los Alamos, County of Rio Arriba, Town of Taos, County of Taos, Ohkay Owingeh Pueblo and Pueblo of Jemez;

WHEREAS, four Master Task Order Agreement contracts for the entire environmental program at LANL were competed nationwide among small businesses (with headcounts of less than 500) and awarded by LANS in 2012 and 2013; and

WHEREAS, the stated goal during the bid process was to award these contracts to firms who understood LANL's environmental program, had the knowledge and experience, and could best address the local clean-up goals; and

WHEREAS, with NNSA review and approval, LANS awarded each of the four MTOA contracts to three or four companies with strong local ties and staff; and

WHEREAS, each of these contracts were awarded for a period of five years (combined base plus option years) and were valued at several hundred million dollars each; and

WHEREAS, to date, the contracts have not been used as expected, bidding opportunities have been few and most of the companies awarded the contracts have been forced to lay staff off because of lack of environmental work; and

WHEREAS, preparing complicated proposals such as these are expensive for small businesses, and a lack of bidding opportunities directly hurts their ability to maintain a healthy office in Northern New Mexico and contribute to the local economy and community; and

WHEREAS, clean-up commitments to the State of New Mexico continue to be delayed because of the LANL originated drum that caused the release at WIPP; and



WHEREAS, investigations and recovery from the WIPP incident are anticipated to take years for DOE and those responsible to resolve; and

WHEREAS, during this same time period almost all other environmental work at LANL has stopped; and

WHEREAS, the transition of the environmental mitigation work from NNSA to EM oversight has the potential to further negatively impact nearly half of the Consortium's collective employees, their families, and all residents of northern New Mexico;

NOW, THEREFORE, BE IT RESOLVED BY THE REGIONAL COALITION OF LANL COMMUNITIES that the United States Department of Energy be strongly encouraged to expedite renegotiation of the Consent Order priorities with NMED to continue progress on LANL Legacy Clean-up sites; and

BE IT FURTHER RESOLVED that the United States Department of Energy uses the existing MTOAs by transferring them from LANS to EM for continued work during and beyond transition, thereby expediting LANL cleanup while also sustaining the knowledgeable and experienced local small businesses, and thereby expediting completion of the Department of Energy's cleanup obligations to the state of New Mexico, and benefiting the economy and communities of northern New Mexico; and

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to Senator Tom Udall, Senator Martin Heinrich, Congressman Ben Ray Lujan, Congressman Steve Pearce, Congresswoman Michelle Lujan Grisham, the secretary of the New Mexico Environment Department, the DOE Office of Environmental Management, the Director and management team of Los Alamos National Laboratory, and the Department of Energy Los Alamos Field Office.

Approved in open Regional Coalition of LANL Communities meeting and signed this sixteenth day of January, 2015.

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Mayor Alice A. Lucero, Chair  
Regional Coalition of LANL Communities

