

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: October 11, 2016

TO: Board of County Commissioners

FROM: Ray Matthew, Transportation Planner *RM*

VIA: Robert Griego, Planning Manager *RG*
Penny Ellis-Green, Growth Management Director *PEO*
Katherine Miller, County Manager

ITEM: Resolution 2016- , A Resolution Rescinding And Replacing Resolution 2016-89 And Declaring The Eligibility And Intent Of Santa Fe County To Submit An Application To The New Mexico Department Of Transportation For Federal Fiscal Year 2018/2019 Transportation Alternatives Program ("TAP"); Acknowledging The Availability Of County Funds For The 14.56% Local Match And Reimbursable Construction Costs Required By The TAP For Phase IV Of The Arroyo Hondo Multi-Use Trail.

SUMMARY:

Approval of this resolution by the Board of County Commissioners (BCC) directs staff to prepare and submit a Transportation Alternatives Program (TAP) grant application to the MPO/NMDOT for construction of Phase IV of the Arroyo Hondo Multi Use Trail.

BACKGROUND:

Phase IV of the The Arroyo Hondo Multi Trail is 1.2 miles in length and begins at the Rancho Viejo Fire Station extending north with an east branch linking to the existing La Pradera/Dinosaur bike/pedestrian trail and a west branch linking to the I-25/Cerrillos Road diverging diamond interchange. The trail will be a 10 foot wide multi use trail.

The BCC approved Resolution 2016-89 on September 13, 2016 that directed staff to prepare and submit a TAP grant application for the project. Since that time, updated new engineering data has been received which decreased the cost estimate from \$1,580,000 to \$1,450,000. This new cost estimate includes construction management costs while the project scope, work and termini have not been modified.

The table below summarizes the updated project cost, local match, and maximum federal share.

| Project | Estimated Cost | Local Match 14.56% | TAP Funding (Federal Share) 85.44% |
|------------------------------------|----------------|-----------------------|--|
| Phase IV of the Arroyo Hondo Trail | \$1,450,000 | \$211,120 | \$1,238,880 |

The TAP is a reimbursable grant program. If the NMDOT awards a grant the County may decide to accept or decline the grant offer at that time when it is clear the full dollar amount of the grant. If funding is awarded staff will present the grant agreement to the Board for review with a staff analysis and recommendation.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution. If the Board approves this resolution, staff will prepare and submit a grant application to NMDOT.

EXHIBITS

Exhibit A: Project Map

Exhibit B: Grant Summary

SANTA FE COUNTY

Resolution No. 2016-

A RESOLUTION RESCINDING AND REPLACING RESOLUTION 2016-89 AND DECLARING THE ELIGIBILITY AND INTENT OF SANTA FE COUNTY TO SUBMIT AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL FISCAL YEAR 2018/2019 TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) FUNDING; ACKNOWLEDGING THE AVAILABILITY OF COUNTY FUNDS FOR THE 14.56% LOCAL MATCH AND REIMBURSABLE CONSTRUCTION COSTS REQUIRED BY THE TAP FOR PHASE IV OF THE ARROYO HONDO MULTI-USE TRAIL

WHEREAS, the County wishes to rescind and replace Resolution 2016-89, authorizing submission of a grant application to the New Mexico Department of Transportation for TAP funding, and replace it with this resolution authorizing submission of the same grant application containing revised project cost information; and

WHEREAS, Santa Fe County has the legal authority to apply for, receive and administer federal funds; and

WHEREAS, Santa Fe County wishes to submit an application for Federal Fiscal Year 2018/2019 (“FFY 18/19”) for New Mexico TAP funds in the amount of \$1,238,880.00 as set forth by Fixing America’s Surface Transportation Act (FAST) and as outlined in the FFY 18/19 New Mexico TAP Guide; and

WHEREAS, the application for New Mexico TAP funds is for the construction of Phase IV of the Arroyo Hondo Multi-Use Trail; and

WHEREAS, Phase IV of the Arroyo Hondo Multi-Use Trail includes trail segments from the Rancho Viejo Fire Station to Dinosaur Trail and from the Rancho Viejo Fire Station to the I-25/ Cerrillos Road interchange. The Multi-Use Trail is consistent with the Santa Fe County Sustainable Growth Management Plan policy to develop an efficient multi-modal transportation network in Santa Fe County such that the access, mobility, and safety needs of motorists, transit users, bicyclists, and pedestrians of all ages and abilities are safely accommodated. The Multi-Use Trail will decrease automobile, bicycle, and pedestrian accidents, reduce traffic congestion, decrease noise and air pollution, enhance energy efficiency, improve public health, and protect the environment; and

WHEREAS, Phase IV of the Arroyo Hondo Multi-Use Trail is included in the Santa Fe County Sustainable Growth Management Plan, the Sustainable Land Development Code, the draft of Santa Fe County’s 5-year Capital Improvement Program, and the Santa Fe MPO 2012 Bicycle Master Plan; and

WHEREAS, construction costs for Phase IV of the Arroyo Hondo Multi-Use Trail is estimated at \$1,450,000.00; and

WHEREAS, Phase IV of the Arroyo Hondo Multi-Use Trail is an eligible project under the New Mexico TAP and FAST Act; and

WHEREAS, Santa Fe County acknowledges the availability of the required local match of 14.56% and the availability of funds to pay all reimbursable construction costs for Phase IV of the Arroyo Hondo Multi-Use Trail because the New Mexico TAP is a cost reimbursement program; and

WHEREAS, the County further acknowledges that if TAP funds are used to complete Phase IV of the Arroyo Hondo Multi-Use Trail, the County will operate and maintain the Multi-Use Trail for the useable life of the project.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Santa Fe County rescinds and replaces Resolution 2016-89 with this Resolution.
2. The Board of County Commissioners of Santa Fe County authorizes and directs the County Manager to do all things necessary to complete and submit an application for FFY 18/19 New Mexico TAP funds in the amount of \$1,238,880.00 from the NMDOT on behalf of Santa Fe County.
3. Santa Fe County assures NMDOT that if New Mexico TAP funds are awarded and Santa Fe County accepts the award, sufficient funding for the required 14.56% local match and reimbursable construction costs project costs are available.
4. Santa Fe County assures NMDOT that if New Mexico TAP funds are awarded, and accepted and the project is implemented, Santa Fe County will be responsible for the operation and maintenance of Phase IV of the Arroyo Hondo Multi-Use Trail.
5. The County Manager is authorized and is hereby delegated authority to do all that is necessary to enter in to a Cooperative Project Agreement with NMDOT for New Mexico TAP funds as set forth by the FAST Act on behalf of the citizens of Santa Fe County and to provide all information necessary to complete the application and serve as the official representative of the County in this and subsequent related activities.
6. Santa Fe County assures NMDOT that the County is willing and able to administer all activities associated with Phase IV of the Arroyo Hondo Multi-Use Trail.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF OCTOBER, 2016

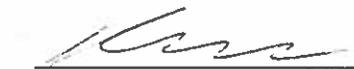
SANTA FE BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney

10-12-16

Date

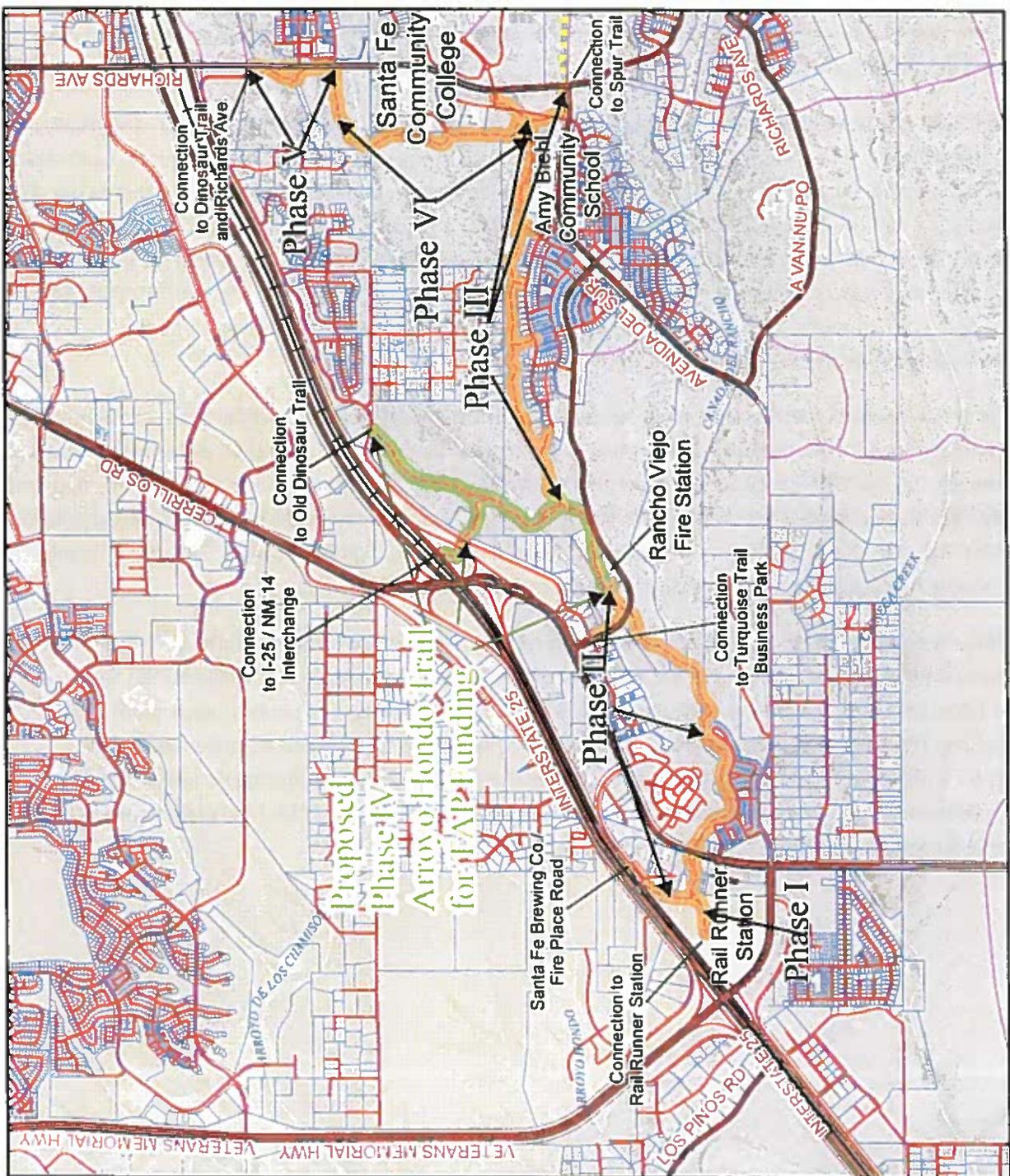


Santa Fe County
 Proposed Arroyo Hondo
 Bike Trail Routes in
 Santa Fe Community College District

- Legend**
- Santa Fe County
 - City of Santa Fe
 - Parcels
 - Proposed Arroyo Hondo Trail
 - Proposed Arroyo Hondo Phase IV for TAP
 - Arroyo Hondo Trail Alignment Future Phases in CIP
 - Spur Trail Route
 - Roads
 - Major Roads
 - Mirror Roads
 - Proposed Collector and Arterial Roads
 - Railroad Lines
 - Streams and Arroyos



April 13, 2018
 arroyo_hondo_bike_proposed_bike_and_railroad





ATTACHMENT B

Transportation Alternatives Program (TAP) Grant Summary

TAP Funding

The New Mexico Department of Transportation has issued a call for projects to be considered for federal Transportation Alternative Program (TAP) funding in Federal Fiscal Year (FFY) 2018/2019 (Oct. 1, 2017 to Sept. 30, 2019). The TAP is a reimbursable grant program, which requires a 14.56% minimum match. NMDOT requires the proposed projects' sponsoring agency/local government forward a resolution from the governing body that funds will be available to complete the project, this includes funds that would cover the federal reimbursable portion, the local match, and any additional costs or overruns on the project

The TAP is a category of federal highway aid that has been aside for alternative transportation improvements. This includes pedestrian, bicycle, transit stops and station improvements, landscaping and pedestrian bicycle path lighting. The NMDOT administers the TAP and selects projects for TAP funding, a call for TAP project proposals is issued every 2 years. In the 2016 call for projects NMDOT emphasized that projects that were "shovel ready, ready for construction" would have the higher preference. Projects within the MPO area are submitted to the MPO which, along with NMDOT, will vet for project completeness. Funding is competitive statewide and local governments as well as government agencies can apply.

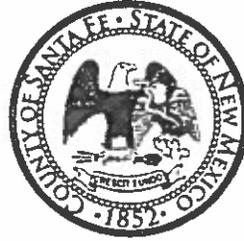
Candidate projects are required to be screened by NMDOT for project eligibility prior to submitting a grant application. At the July 15 meeting with County planning staff NMDOT determined that the Avenida Del Sur Bike Lanes, Phase VI of the Arroyo Hondo Multi Use Trail, and the Santa Fe Rail Trail Segment 5 are eligible projects for TAP funding consideration. Grant application materials are due to the MPO Oct. 18, 2016, applicants are notified March 17, 2017 of grant awards. TAP funds would be available July 2018 and must be obligated for construction by June 15, 2019.

Please note there are three projects proposed for TAP or Recreational Trail Program (RTP) grant funding. These are Avenida Del Sur Bike Lanes, Phase VI of the Arroyo Hondo Multi Use Trail, and the Santa Fe Rail Trail Segment 5. It is very unlikely that all 3 projects would receive the maximum amount of federal funding. The TAP trend in recent years is that NMDOT has more fully funded a smaller amount of projects rather than award less funding to a larger amount of individual projects. However TAP grant applications require the local governing body acknowledge that FFY 2018/19 funds will be available for project completion if any TAP funds are awarded.

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: October 17, 2016

TO: Board of County Commissioners

FROM: Ray Matthew, Transportation Planner *RM*

VIA: Robert Griego, Planning Manager *RG*
Penny Ellis-Green, Growth Management Director *PE*
Katherine Miller, County Manager

ITEM: Resolution 2016- , A Resolution Rescinding and Replacing Resolution 2016-90 And Declaring The Eligibility And Intent Of Santa Fe County To Submit An Application To The New Mexico Department Of Transportation For Federal Fiscal Year 2018/2019 Transportation Alternatives Program ("TAP"); Acknowledging The Availability Of County Funds For The 14.56% Local Match And Reimbursable Construction Costs Required By The TAP For The Construction Of Segment 5 Of The Santa Fe Rail Trail

SUMMARY:

Approval of Resolution 2016 __ by the Board of County Commissioners directs staff to prepare and submit a Transportation Alternatives Program (TAP) grant application to the MPO/NMDOT for construction of Segment 5 of the Santa Fe Rail Trail.

BACKGROUND:

The proposed Santa Fe Rail Trail, Segment 5 project is 1.53 miles in length and begins at Avenida Eldorado and extends south to Spur Ranch Road. The trail will be an eight foot wide multi use trail.

The BCC approved Resolution 2016-90 on September 13, 2016 that directed staff to prepare a TAP grant application for the project. Since that time, updated engineering data has been received that has increased the cost estimate from \$382,345 to \$455,363 while the project scope, work, and termini have not been modified.

The table below summarizes the updated project cost, local match, and maximum federal share.

| Project | Estimated Cost | Local Match 14.56% | TAP Funding (Federal Share) 85.44% |
|--------------------------------------|----------------|-----------------------|--|
| Segment 5 of the Santa Fe Rail Trail | \$455,363 | \$66,301 | \$389,062 |

The TAP is a reimbursable grant program. If the NMDOT awards a grant the County may decide to accept or decline the grant offer at that time when it is clear the full dollar amount of the grant. If funding is awarded staff will present the grant agreement to the Board for review with a staff analysis and recommendation.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution. If the Board approves this resolution staff will prepare and submit a grant application to NMDOT.

EXHIBITS

Exhibit A: Project Map

Exhibit B: Grant Summary

SANTA FE COUNTY

Resolution No. 2016-

A RESOLUTION RESCINDING AND REPLACING RESOLUTION 2016-90 AND DECLARING THE ELIGIBILITY AND INTENT OF SANTA FE COUNTY TO SUBMIT AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL FISCAL YEAR 2018/2019 TRANSPORTATION ALTERNATIVES PROGRAM (“TAP”) FUNDING; ACKNOWLEDGING THE AVAILABILITY OF COUNTY FUNDS FOR THE 14.56% LOCAL MATCH AND REIMBURSABLE CONSTRUCTION COSTS REQUIRED BY THE TAP FOR THE CONSTRUCTION OF SEGMENT 5 OF THE SANTA FE RAIL TRAIL

WHEREAS, the County wishes to rescind and replace Resolution 2016-90, authorizing submission of a grant application to the New Mexico Department of Transportation for TAP funding, and replace it with this resolution authorizing submission of the same grant application containing revised project cost information; and

WHEREAS, Santa Fe County has the legal authority to apply for, receive and administer federal funds; and

WHEREAS, Santa Fe County wishes to submit an application for Federal Fiscal Year 2018/2019 (“FFY 18/19”) for New Mexico TAP funds in the amount of \$389,062.00 as set forth by Fixing America’s Surface Transportation Act (FAST) and as outlined in the FFY 18/19 New Mexico TAP Guide; and

WHEREAS, the application for New Mexico TAP funds would be for the construction of Segment 5 of the Santa Fe Rail Trail in Santa Fe County; and

WHEREAS, Segment 5 of the Santa Fe Rail Trail that will run from Avenida Eldorado to Spur Ranch Road in Santa Fe, is a multi-use trail that has been designed to accommodate pedestrians, bicyclists, and equestrians. The Santa Fe Rail Trail is consistent with goals and policies of the Santa Fe County Sustainable Growth Management Plan to ensure safe context-sensitive design standards for transportation improvements that reflect local preferences and the needs of all types of transportation users; and develop an efficient multi-modal transportation network in Santa Fe County such that the access, mobility, and safety needs of motorists, transit users, bicyclists, and pedestrians of all ages and abilities are safely accommodated; and

WHEREAS, Segment 5 of the Santa Fe Rail Trail will decrease automobile, bicycle pedestrian and equestrian conflicts and accident b providing a separate facility, reduce traffic congestion, decrease noise and air pollution, enhance energy efficiency, improve public health and protect the environment. The Rail Trail will provide connections and access to retail/commercial, education, recreation and employment to areas along the Rail Trail corridor

including the Spur Trail, Eldorado subdivision, Santa Fe Community College Campus and the Santa Fe South Capitol/ downtown area; and

WHEREAS, the Santa Fe Rail Trail will decrease automobile, bicycle, and pedestrian accidents, reduce traffic congestion, decrease noise and air pollution, enhance energy efficiency, improve public health, and protect the environment. The Santa Fe Rail Trail is included in the Santa Fe County Sustainable Growth Management Plan, the Sustainable Land Development Code's Bikeways Map, the Open Space Trails Map, Santa Fe County's 5-year Capital Improvement Program, and the Santa Fe MPO 2012 Bicycle Master Plan; and

WHEREAS, construction costs for Segment 5 of the Santa Fe Rail Trail is estimated at \$455,363.00; and

WHEREAS, Segment 5 of the Santa Fe Rail Trail is an eligible project under the New Mexico TAP and FAST Act; and

WHEREAS, Santa Fe County acknowledges the availability of the required local match of 14.56% and the availability of funds to pay all reimbursable construction costs for Segment 5 of the Santa Fe Rail Trail because the New Mexico TAP is a cost reimbursement program; and

WHEREAS, the County further acknowledges that if TAP funds are used to complete Segment 5 of the Santa Fe Rail Trail, the County will operate and maintain the Segment 5 of the Santa Fe Rail Trail for the useable life of the project.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Santa Fe County rescinds and replaces Resolution 2016-90 with this Resolution.
2. The Board of County Commissioners of Santa Fe County authorizes and directs the County Manager to do all things necessary to complete and submit an application for FFY 18/19 New Mexico TAP funds in the amount of \$389,062.00 from NMDOT on behalf of Santa Fe County.
3. Santa Fe County assures NMDOT that if New Mexico TAP funds are awarded and Santa Fe County accepts the award, sufficient funding for the required 14.56% local match and reimbursable construction project costs are available.
4. Santa Fe County assures NMDOT that if New Mexico TAP funds are awarded, and accepted and the project is implemented, Santa Fe County will be responsible for the operation and maintenance of Segment 5 of the Santa Fe Rail Trail.
5. The County Manager is authorized and is hereby delegated authority to do all that is necessary to enter in to a Cooperative Project Agreement with NMDOT for New Mexico TAP funds as set forth by the FAST Act on behalf of the citizens of Santa Fe County and to provide all information necessary to complete the application and serve as the official representative of the County in this and subsequent related activities.

6. Santa Fe County assures the NMDOT that the County is willing and able to administer all activities associated with Segment 5 of the Santa Fe Rail Trail.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF OCTOBER, 2016

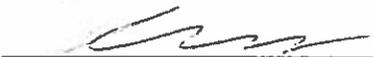
SANTA FE BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney

10-12-16

Date

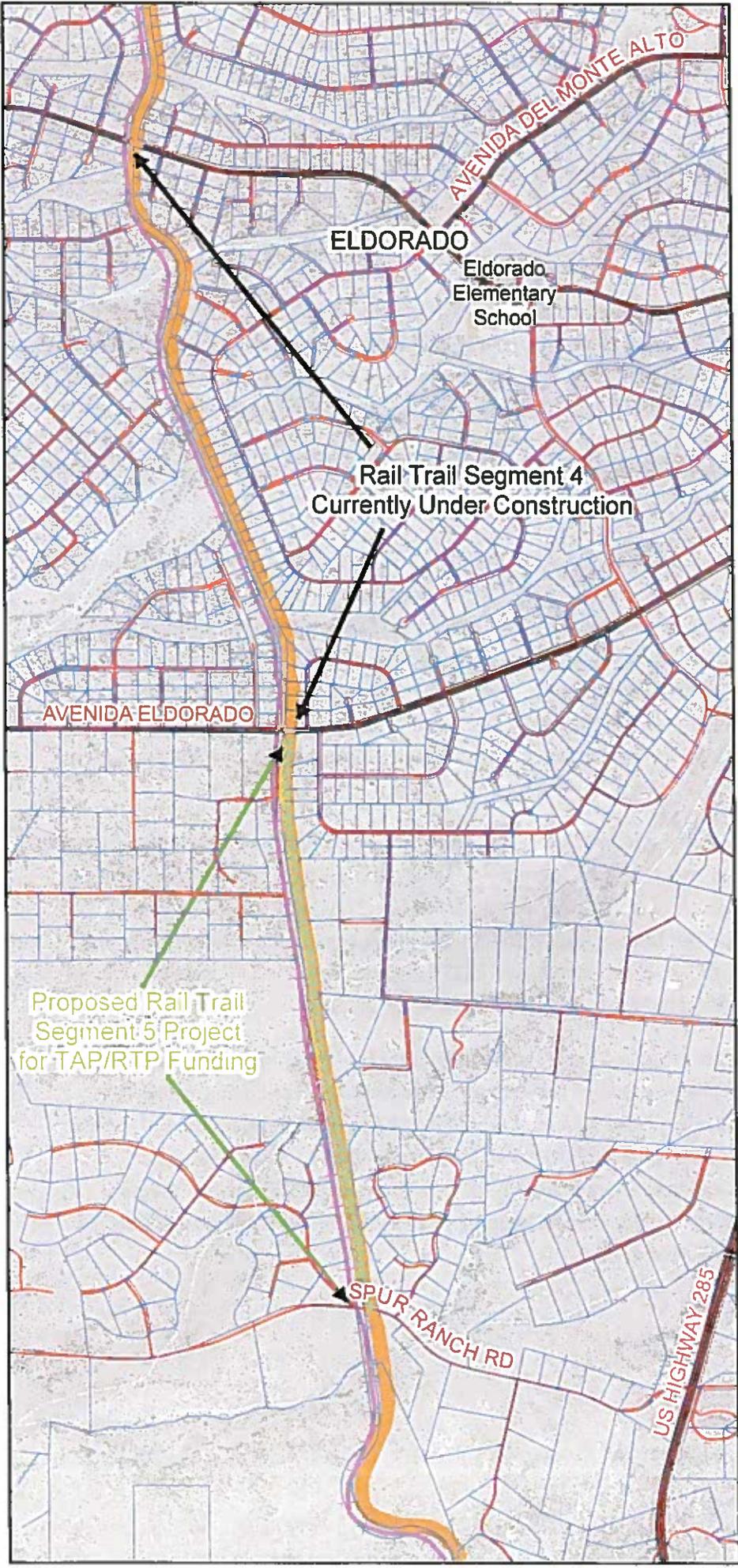
Santa Fe County Proposed Rail Trail Segment 5 Project

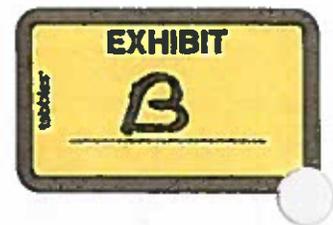
Legend

-  Santa Fe County
-  Parcels
-  Rail Trail Route
-  Rail Trail Segment 5
-  Major Roads
-  Minor Roads
-  Railroad Lines
-  Streams and Arroyos



Santa Fe County
Growth Management
Department
Planning Division





ATTACHMENT B

Transportation Alternatives Program (TAP) Grant Summary

TAP Funding

The New Mexico Department of Transportation has issued a call for projects to be considered for federal Transportation Alternative Program (TAP) funding in Federal Fiscal Year (FFY) 2018/2019 (Oct. 1, 2017 to Sept. 30, 2019). The TAP is a reimbursable grant program, which requires a 14.56% minimum match. NMDOT requires the proposed projects' sponsoring agency/local government forward a resolution from the governing body that funds will be available to complete the project, this includes funds that would cover the federal reimbursable portion, the local match, and any additional costs or overruns on the project

The TAP is a category of federal highway aid that has been aside for alternative transportation improvements. This includes pedestrian, bicycle, transit stops and station improvements, landscaping and pedestrian bicycle path lighting. The NMDOT administers the TAP and selects projects for TAP funding, a call for TAP project proposals is issued every 2 years. In the 2016 call for projects NMDOT emphasized that projects that were "shovel ready, ready for construction" would have the higher preference. Projects within the MPO area are submitted to the MPO which, along with NMDOT, will vet for project completeness. Funding is competitive statewide and local governments as well as government agencies can apply.

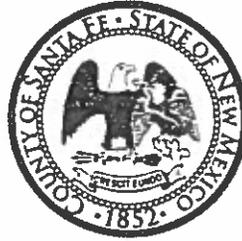
Candidate projects are required to be screened by NMDOT for project eligibility prior to submitting a grant application. At the July 15 meeting with County planning staff NMDOT determined that the Avenida Del Sur Bike Lanes, Phase VI of the Arroyo Hondo Multi Use Trail, and the Santa Fe Rail Trail Segment 5 are eligible projects for TAP funding consideration. Grant application materials are due to the MPO Oct. 18, 2016, applicants are notified March 17, 2017 of grant awards. TAP funds would be available July 2018 and must be obligated for construction by June 15, 2019.

Please note there are three projects proposed for TAP or Recreational Trail Program (RTP) grant funding. These are Avenida Del Sur Bike Lanes, Phase VI of the Arroyo Hondo Multi Use Trail, and the Santa Fe Rail Trail Segment 5. It is very unlikely that all 3 projects would receive the maximum amount of federal funding. The TAP trend in recent years is that NMDOT has more fully funded a smaller amount of projects rather than award less funding to a larger amount of individual projects. However TAP grant applications require the local governing body acknowledge that FFY 2018/19 funds will be available for project completion if any TAP funds are awarded.

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: October 17, 2016

TO: Board of County Commissioners

FROM: Ray Matthew, Transportation Planner *RM*

VIA: Robert Griego, Planning Manager *RG*
Penny Ellis-Green, Growth Management Director *PEO*
Katherine Miller, County Manager

ITEM: Resolution 2016- , A Resolution Rescinding and Replacing Resolution 2016-91 And Declaring The Eligibility And Intent Of Santa Fe County To Submit An Application To The New Mexico Department Of Transportation For Federal Fiscal Year 2018/2019 Recreational Trails Program ("RTP"); Acknowledging The Availability Of County Funds For The 14.56% Local Match And Reimbursable Construction Costs Required By The RTP For The Construction Of Segment 5 Of The Santa Fe Rail Trail

SUMMARY:

Approval of this resolution by the Board of County Commissioners directs staff to prepare and submit a Recreational Trails Program (RTP) grant application to the MPO/NMDOT for construction of Segment 5 of the Santa Fe Rail Trail.

BACKGROUND:

The proposed Santa Fe Rail Trail, Segment 5 project is 1.53 miles in length and begins at Avenida Eldorado and extends south to Spur Ranch Road. The trail will be an eight foot wide multi use trail, from Avenida Eldorado to Spur Ranch Road.

The BCC approved Resolution 2016-91 on September 13, 2016 that directed staff to prepare a RTP grant application for the project. Since that time updated engineering data has been received that has increased the cost estimate from \$382,345 to \$455,363 while the project scope, work, and termini have not been modified.

The table below summarizes the updated project cost, local match, and maximum federal share.

| Project | Estimated Cost | Local Match 14.56% | RTP Funding (Federal Share) 85.44% |
|--------------------------------------|----------------|-----------------------|--|
| Segment 5 of the Santa Fe Rail Trail | \$455,363 | \$66,301 | \$389,062 |

The RTP is a reimbursable grant program. If the NMDOT awards a grant the County may decide to accept or decline the grant offer at that time when it is clear the full dollar amount of the grant. If funding is awarded staff will present the grant agreement to the Board for review with a staff analysis and recommendation.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution. If the Board approves this resolution staff will prepare and submit a grant application to NMDOT.

EXHIBITS

Exhibit A: Project Map

Exhibit B: Grant Summary

SANTA FE COUNTY

Resolution No. 2016-

A RESOLUTION RESCINDING AND REPLACING RESOLUTION 2016-91 AND DECLARING THE ELIGIBILITY AND INTENT OF SANTA FE COUNTY TO SUBMIT AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR FEDERAL FISCAL YEAR 2018/2019 RECREATIONAL TRAILS PROGRAM ("RTP") FUNDING; ACKNOWLEDGING THE AVAILABILITY OF COUNTY FUNDS FOR THE 14.56% LOCAL MATCH AND REIMBURSABLE CONSTRUCTION COSTS REQUIRED FOR THE CONSTRUCTION OF SEGMENT 5 OF THE SANTA FE RAIL TRAIL

WHEREAS, the County wishes to rescind and replace Resolution 2016-91, authorizing submission of a grant application to the New Mexico Department of Transportation for RTP funding, and replace it with this resolution authorizing submission of the same grant application containing revised project cost information; and

WHEREAS, Santa Fe County has the legal authority to apply for, receive and administer federal funds; and

WHEREAS, Santa Fe County wishes to submit an application for Federal Fiscal Year 2018/2019 ("FFY 18/19") for New Mexico RTP funds in the amount of \$389,062.00 as set forth by Fixing America's Surface Transportation Act (FAST) and as outlined in the FFY 18/19 New Mexico RTP Guide; and

WHEREAS, the application for New Mexico RTP funds is for the construction of Segment 5 of the Santa Fe Rail Trail that will run from Avenida Eldorado to the Spur Ranch Road in Santa Fe County. The Santa Fe Rail Trail is a multi-use trail that provides recreational and transportation use; and

WHEREAS, the Santa Fe Rail Trail is a multi-use trail that is designed to accommodate pedestrians, bicyclists, and equestrians. The Santa Fe Rail Trail is consistent with the Santa Fe County Sustainable Growth Management Plan goals and policies to ensure safe, context-sensitive design standards for transportation improvements that reflect local preferences and the needs for all types of transportation users; preserve scenic vistas and environmentally sensitive areas; and establish a system of regional trail and park connections for pedestrians equestrians and bicyclists; and

WHEREAS, Segment 5 of the Santa Fe Rail Trail will increase opportunities for outdoor tourism and recreation by decreasing the potential for automobile, bicycle, pedestrian, and equestrian conflicts and accidents by providing a separate multi-use trail, and it will decrease noise and air pollution, improve public health and protect the environment; and

WHEREAS, Segment 5 of the Santa Fe Rail Trail is included in the Santa Fe County Sustainable Growth Management Plan, the Sustainable Land Development Code's Bikeways

Map, the Open Space Trails Map, Santa Fe County's 5-year Capital Improvement Program, and the Santa Fe MPO 2012 Bicycle Master Plan; and

WHEREAS, construction costs for Segment 5 of the Santa Fe Rail Trail is estimated at \$455,363.00; and

WHEREAS, Segment 5 of the Santa Fe Rail Trail is an eligible project under the New Mexico RTP and FAST Act; and

WHEREAS, Santa Fe County acknowledges the availability of the required local match of 14.56% and the availability of funds to pay all reimbursable construction costs for Segment 5 of the Santa Fe Rail Trail; and

WHEREAS, the County further acknowledges that if RTP funds are used to complete Segment 5 of the Santa Fe Rail Trail, the County will operate and maintain the Segment 5 of the Santa Fe Rail Trail.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Santa Fe County rescinds and replaces Resolution 2016-91 with this Resolution.
2. The Board of County Commissioners of Santa Fe County authorizes and directs the County Manager to do all things necessary to complete and submit an application for FFY 18/19 New Mexico RTP funds in the amount of \$389,062.00 from NMDOT on behalf of Santa Fe County.
3. Santa Fe County assures NMDOT that if New Mexico RTP funds are awarded and Santa Fe County accepts the award, sufficient funding for the required 14.56% local match and reimbursable construction costs are available.
4. Santa Fe County assures NMDOT that if New Mexico RTP funds are awarded, and accepted and the project is implemented, Santa Fe County will be responsible for the operation and maintenance of Segment 5 of the Santa Fe Rail Trail.
5. The County Manager is authorized and is hereby delegated authority to do all that is necessary to enter in to a Cooperative Project Agreement with NMDOT for New Mexico RTP funds as set forth by the FAST Act on behalf of the citizens of Santa Fe County and to provide all information necessary to complete the application and serve as the official representative of the County in this and subsequent related activities.
6. Santa Fe County assures the NMDOT that the County is willing and able to administer all activities associated with Segment 5 of the Santa Fe Rail Trail.

PASSED, APPROVED AND ADOPTED THIS ____ DAY OF OCTOBER, 2016

SANTA FE BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chair
Santa Fe Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney

10-12-16

Date



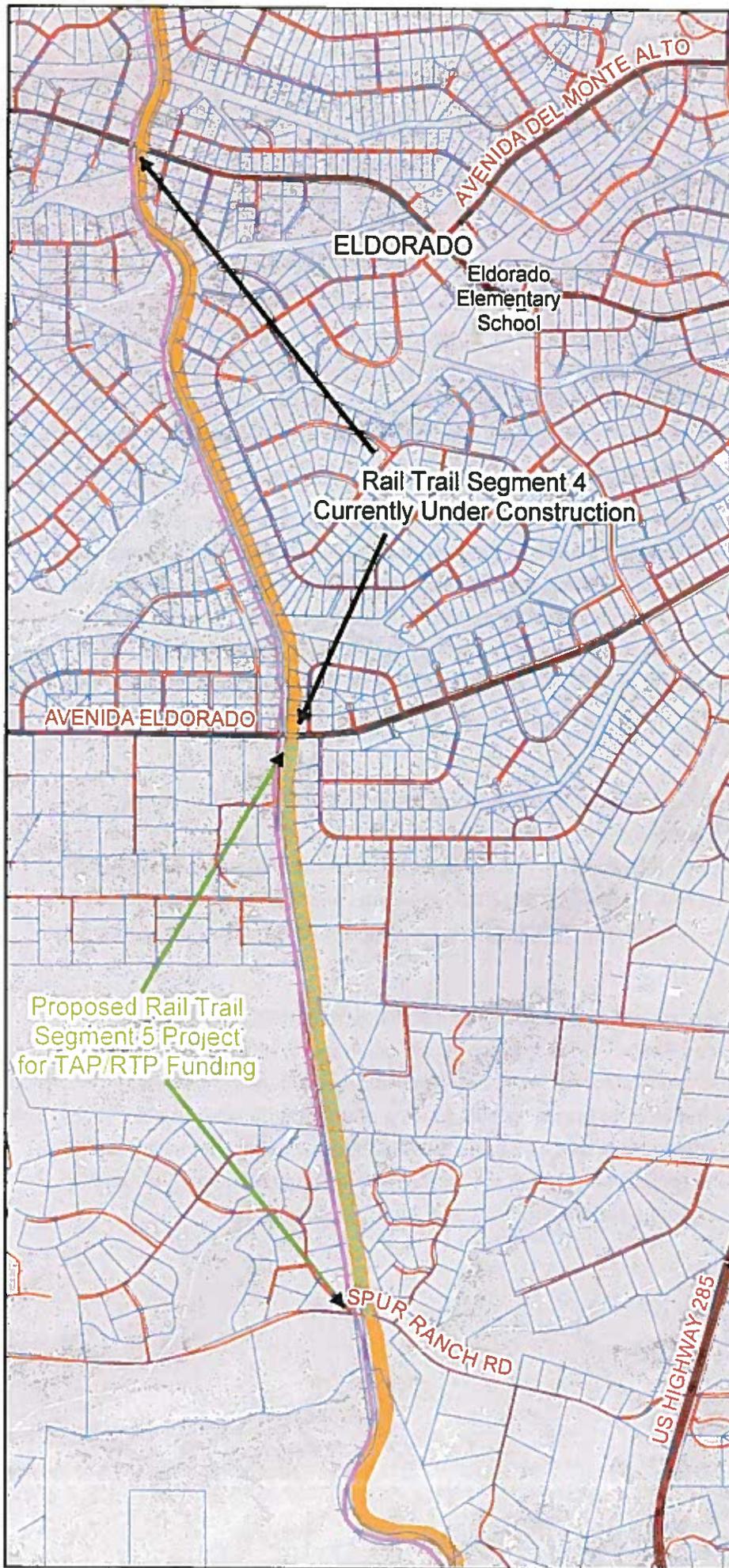
Santa Fe County Proposed Rail Trail Segment 5 Project

Legend

-  Santa Fe County
-  Parcels
-  Rail Trail Route
-  Rail Trail Segment 5
-  Major Roads
-  Minor Roads
-  Railroad Lines
-  Streams and Arroyos



Santa Fe County
Growth Management
Department
Planning Division





ATTACHMENT B

Recreational Trails Program (RTP) Grant Summary

RTP Funding

The New Mexico Department of Transportation has issued a call for projects to be considered for federal Transportation Alternative Program (TAP) funding in Federal Fiscal Year (FFY) 2018/2019 (Oct. 1, 2017 to Sept. 30, 2019). The RTP is a reimbursable grant program, which requires a 14.56% minimum match. NMDOT requires the proposed projects' sponsoring agency/local government forward a resolution from the governing body that funds will be available to complete the project, this includes funds that would cover the federal reimbursable portion, the local match, and any additional costs or overruns on the project

The RTP is a category of federal highway aid for the development and maintenance of recreational trails and trail facilities. Part of the RTP funding is set aside for motorized recreation trails. The non motorized portion provides funding for hiking, biking, and equestrian trails. The NMDOT administers the RTP and selects projects for RTP funding., a call for RTP project proposals is issued every 2 years. In the 2016 call for projects The NMDOT has emphasized that projects that were "shovel ready, ready for construction" will have higher preference. Projects within the MPO area are submitted to the MPO which, along with NMDOT, will vet for project completeness. Funding is competitive statewide and local governments as well as government agencies can apply.

Candidate projects are required to be screened by NMDOT for project eligibility prior to submitting a grant application. At the July 15 meeting with County planning staff NMDOT determined that the construction of Segment 5 of the Santa Fe Rail Trail is an eligible project for RTP funding consideration. Grant application materials are due to the MPO Oct. 18, 2016, applicants are notified March 17, 2017 of grant awards. RTP funds would be available July 2018 and must be obligated for construction by June 15, 2019.

Please note three projects are proposed for TAP or Recreational Trail Program (RTP) grant funding. These are Avenida Del Sur Bike Lanes, Phase VI of the Arroyo Hondo Multi Use Trail, and the Santa Fe Rail Trail Segment 5. Unlike the TAP trend in recent years of NMDOT more fully funding a smaller amount of projects, the RTP trend has been to provide partial funding of projects due to a smaller amount of funding available. It is very unlikely that all 3 projects would receive the maximum amount of federal funding. However TAP grant applications require the local governing body acknowledge that FFY 2018/19 funds will be available for project completion if any TAP funds are awarded.

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: 10/11/2016

TO: Board of County Commissioners

VIA: Katherine Miller, Santa Fe County Manager
Michael Kelley, Public Works Department – Director
Erik Aaboe, Public Works Department - Business Finance Manager

FROM: Terry Lease, Public Works Department - Real Property Specialist

ITEM AND ISSUE: BCC Meeting October 25, 2016
Resolution 2016-____, A Resolution Delegating Authority to the County Manager to Acquire Real Property Interests Necessary for Construction of the Santa Fe Rail Trail Segment 6 (Public Works/Terry Lease)

SUMMARY:

The purpose of this resolution is to facilitate the acquisition of real property interests for the Santa Fe Rail Trail Segment 6. The resolution grants to the County Manager the authority to execute any and all documents necessary to acquire the necessary real property interests.

This resolution does not authorize the County Manager to accept a donation of a real property interest by an owner. Acceptance of a donation would have to be by the Board of County Commissioners pursuant to Resolution 2014-143.

BACKGROUND AND DISCUSSION:

The Santa Fe Rail Trail is an 18 mile multi-modal trail that runs along the historic Atchison, Topeka, Santa Fe Railway from the depot in Santa Fe to Lamy, NM. Santa Fe County is responsible for management of a portion of the Rail Trail from I-25 to Lamy. The Rail Trail is a unique amenity for Santa Fe County offering amazing views of the Galisteo Basin, is recognized nationally by the Rails to Trails Conservancy and is a tourist attraction that benefits the local economy.

Construction of the Santa Fe Rail Trail has been phased. The current phase, Segment 6, involves construction of approximately 1.5 miles of trail running from Spur Ranch Road to New Moon Overlook. Due to the meandering nature of Segment 6 and its diversion from NMDOT right-of-way onto adjacent private lands, easements across private lands are required. The County has identified the real properties that are necessary to construct Segment 6, which are listed in the attached Exhibit

A and depicted on Exhibits B thru E. The County has budgeted funding to complete the acquisition of the Properties.

ACTION REQUESTED:

Approval of subject resolution.

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

RESOLUTION NO. 2016-_____

**A RESOLUTION DELEGATING AUTHORITY TO THE COUNTY MANAGER TO
ACQUIRE REAL PROPERTY INTERESTS NECESSARY FOR CONSTRUCTION
OF THE SANTA FE RAIL TRAIL SEGMENT 6**

WHEREAS, the Santa Fe Rail Trail is an 18 mile multi-modal trail that runs along the historic Atchison, Topeka, Santa Fe Railway from the depot in Santa Fe to Lamy, New Mexico; and

WHEREAS, the Santa Fe Rail Trail is being constructed in phases. The current phase Segment 6 involves construction of approximately 1.5 miles of trail from Spur Ranch Road to New Moon Overlook; and

WHEREAS, the County has identified real property and/or real property interests that are necessary for construction of the Santa Fe Rail Trail Segment 6 which properties are listed in Exhibit A and their locations depicted in Exhibits B, C, D and E (collectively the "Properties"); and

WHEREAS, acquisition of the Properties by the County will allow for construction of Santa Fe Rail Trail Segment 6; and

WHEREAS, the County has budgeted funding to complete the acquisition of the Properties.

NOW, THEREFORE BE IT RESOLVED by the Santa Fe Board of County Commissioners:

- A. The County Manager, or the County Manager's designee, is authorized to negotiate the acquisition of all real property interests, including a donation(s), in the Properties described in Exhibits A, B, C, D and E for the Santa Fe Rail Trail Segment 6.
- B. The purchase price for the real property interests shall not exceed the fair market value of the property interests as determined by a certified appraisal.
- C. The Board delegates to the County Manager, or the County Manager's designee, the authority to execute, and the County Clerk is hereby authorized and directed to attest to any and all documents necessary to

effectuate the acquisition by purchase of such real property interests in the Properties, for and on behalf of Santa Fe County.

PASSED, APPROVED and ADOPTED this _____ DAY OF _____ 2016.

SANTA FE BOARD OF COUNTY COMMISSIONERS

Miguel M. Chavez, Chair

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:



Gregory S. Shaffer
County Attorney

10-11-16
Date

Exhibit A

OWNER NAME

UPC #

Commonweal Conservancy, Inc.

1054085128206000000

1055085163131000000

Darlene T. Anderson Trust

1056085087374000000

Santa Fe Ranchland Associates

1056085024428000000

State of New Mexico

1057085055110000000

Exhibit B

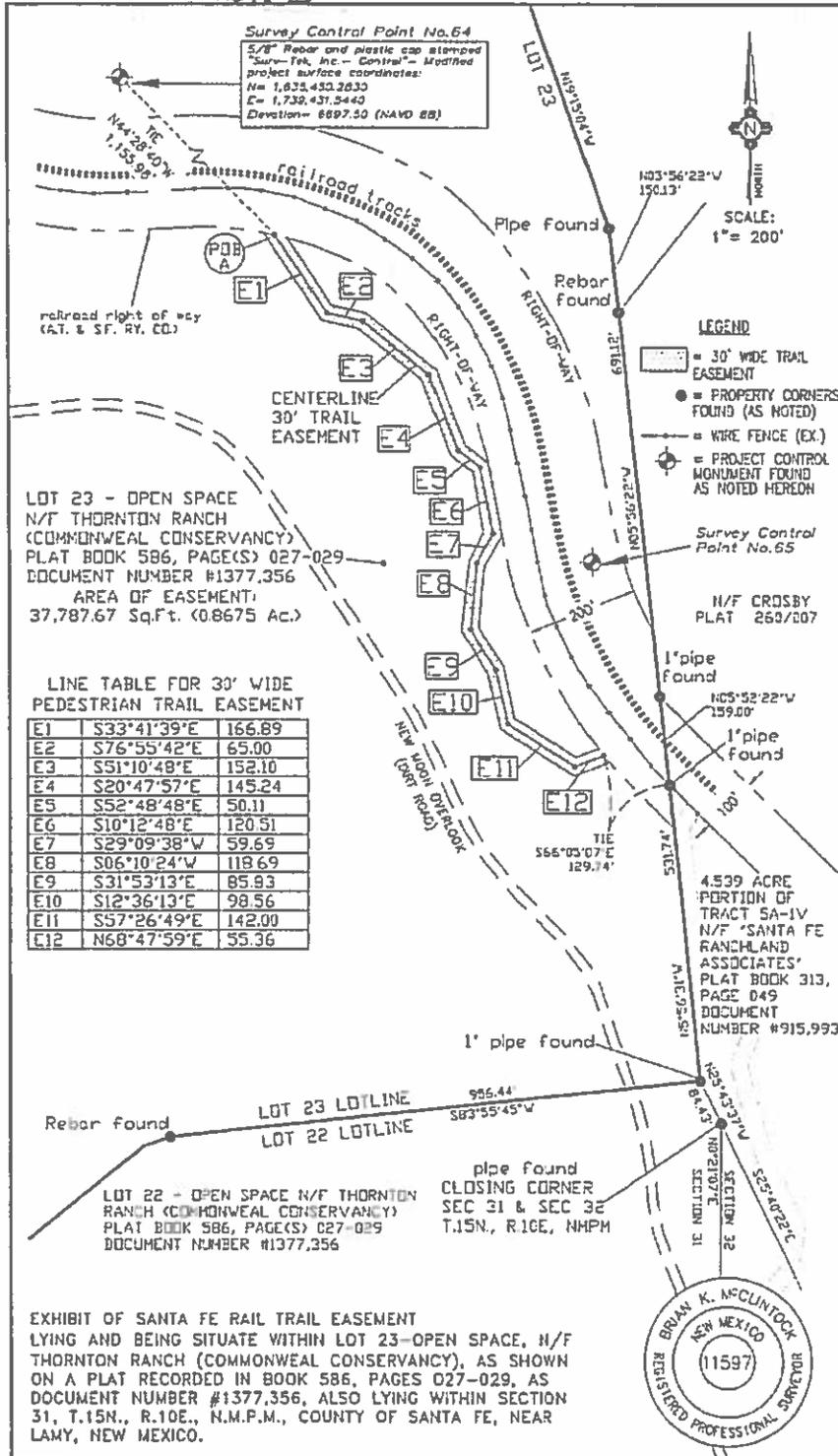


Exhibit C

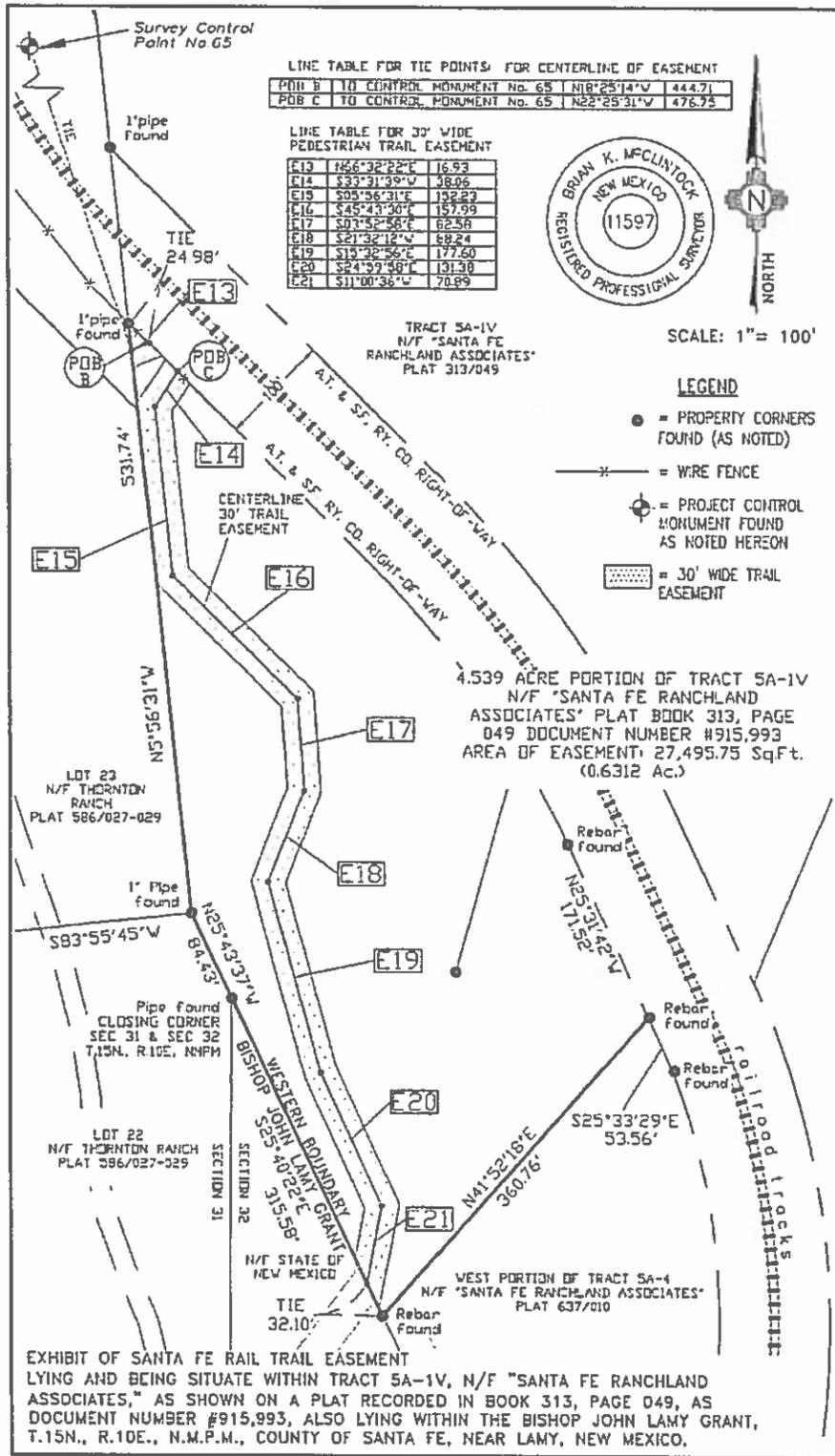


Exhibit D

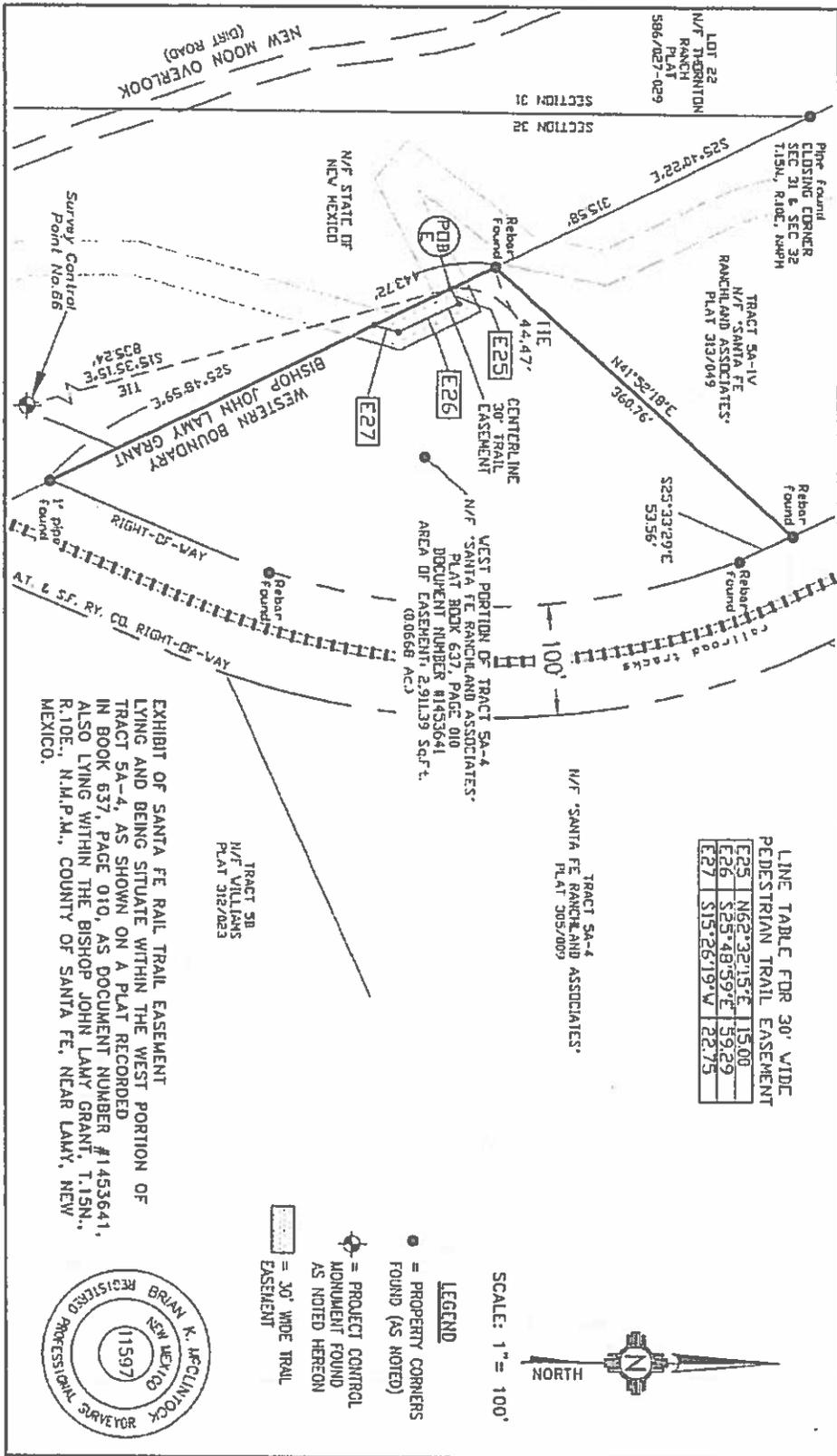
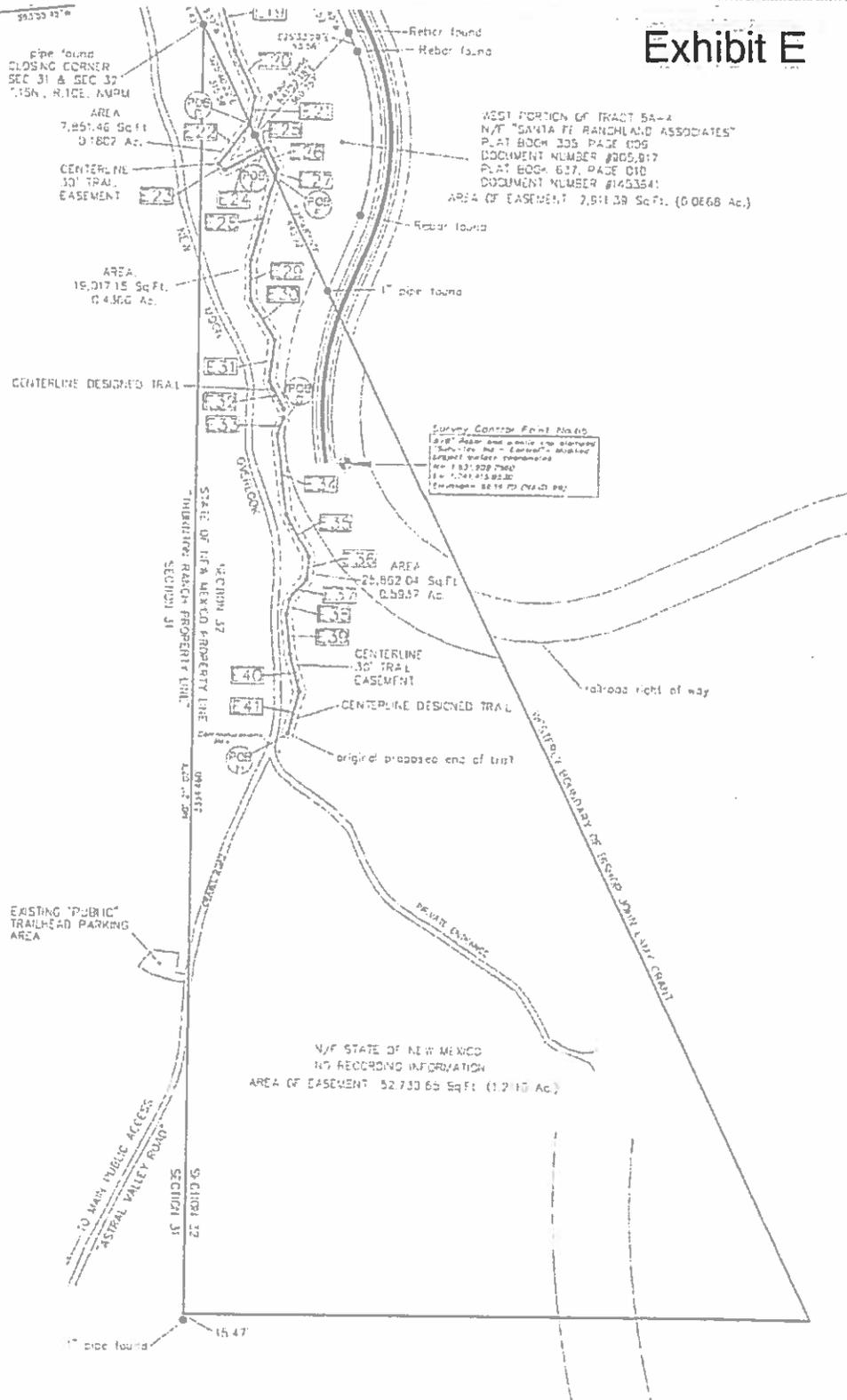


Exhibit E



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: Board of County Commissioners

From: Bernadette Salazar, Human Resources Director 

Via: Katherine Miller, County Manager

Date: October 11, 2016

Re: Resolution 2016-____, A Resolution Authorizing Legal Holidays and the 2017 Santa Fe County Employee Calendar

Issue:

The Santa Fe County Employee Calendar requires approval by the Santa Fe County Board of County Commissioners.

Background:

Annually, the HR Division presents the Board of County Commission with an Employee Calendar. The annual employee calendar delineates pay period ending dates, pay days and observed holidays. The Board of County Commissioners considers approval of the resolution authorizing legal holidays, closing of County offices and the Employee Calendar annually. The observed holidays requested have remained the same for many years and are consistent with many other federal, state and local governmental offices.

Recommendation:

The Human Resources Division is requesting approval of the attached resolution and the 2017 Santa Fe County Employee Calendar.

Attachments:

- 1) Resolution authorizing legal holidays, closing of County Offices, and the 2017 Santa Fe County Employee Calendar
- 2) The 2017 Santa Fe County Employee Calendar

Your consideration is greatly appreciated. If you have any questions, I can be contacted at 992-9886. Thank you.

RESOLUTION NO. 2016-_____

**AUTHORIZING HOLIDAYS, CLOSING OF COUNTY OFFICES AND THE
2017 SANTA FE COUNTY EMPLOYEE CALENDAR**

WHEREAS, the Board of County Commissioners of Santa Fe County ("the BCC") proposes to allow certain legal holidays to be observed as non-working days for employees of Santa Fe County; and

WHEREAS, it is incumbent upon all employees to be allowed the opportunity to celebrate these historic events; and

WHEREAS, it is beneficial for employees to have an Employee Calendar that reflects observed holidays, dates that the pay period ends and pay days.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the following dates shall be observed as legal holidays and non-working days by the employees of Santa Fe County and the 2017 Santa Fe County Employee Calendar attached as Exhibit A and made a part hereof by reference. shall be used as the official Santa Fe County Employee Calendar unless otherwise stated in collective bargaining agreements. Employees on the 207K partial exemption will observe holidays on the actual holiday.

| <u>Holiday/Event</u> | <u>Actual Holiday</u> | <u>Observed Holiday</u> |
|-------------------------------|-----------------------------|-----------------------------|
| New Year's Day | Sunday, January 1, 2017 | Monday, January 2, 2017 |
| Martin Luther King, Jr.'s Day | Monday, January 16, 2017 | Monday, January 16, 2017 |
| President's Day | Monday, February 20, 2017 | Friday, November 24, 2017 |
| Memorial Day | Monday, May 29, 2017 | Monday, May 29, 2017 |
| Independence Day | Tuesday, July 4, 2017 | Tuesday, July 4, 2017 |
| Labor Day | Monday, September 4, 2017 | Monday, September 4, 2017 |
| Columbus Day | Monday, October 9, 2017 | Monday, October 9, 2017 |
| Veteran's Day | Saturday, November 11, 2017 | Friday, November 10, 2017 |
| Thanksgiving Day | Thursday, November 23, 2017 | Thursday, November 23, 2017 |
| Christmas Day | Monday, December 25, 2017 | Monday, December 25, 2017 |

BOARD OF COUNTY COMMISSIONERS

Commissioner Miguel M. Chavez, Chairperson



2017 Santa Fe County Employee Calendar



JANUARY

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

FEBRUARY

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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

MARCH

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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

APRIL

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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

MAY

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| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

JUNE

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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
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JULY

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| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

AUGUST

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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

SEPTEMBER

| S | M | T | W | T | F | S |
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| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

OCTOBER

| S | M | T | W | T | F | S |
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| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

NOVEMBER

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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
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DECEMBER

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| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

Pay Period End

Pay Day

Observed Holiday

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: *October 11, 2016*

TO: *Board of County Commissioners*

FROM: *Carole Jaramillo, Finance Director* 

VIA: *Katherine Miller, County Manager*

RE: *Resolution No. 2016-___, Requesting an Increase to the Project Funding Allocation for Pojoaque Recreation Complex, Madrid Fire Station and Eldorado Fire Station 4, And Requesting a Budget Increase in the State Special Appropriation Fund (318) to Budget Grants Received for Those Projects. / \$361,910 (Finance Division / Carole Jaramillo)*

SUMMARY:

The purpose of this request is to increase the project funding allocation for three projects for which Santa Fe County has received grants and to budget those grants in the State Special Appropriations Fund (318).

BACKGROUND:

Santa Fe County received Grant 16-A2506 in the 2016 Legislative Session to plan, design, construct and equip improvements to the Pojoaque recreation complex in the Pojoaque valley in Santa Fe County in the amount of \$137,000 minus \$1,370 for Arts in Public Places, which equals \$135,630. This grant was not yet made when the project allocation of \$2,209,466 was approved in February 24, 2015 and, if approved, would increase the total project allocation to \$2,445,096.

Santa Fe County received Grant 16-A2505 in the 2016 Legislative Session to plan, design, construct and equip improvements to the fire station in Madrid in Santa Fe County in the amount of \$122,000 minus \$1,220 for Arts in Public Places, which equals \$120,780. This funding is new funding that did not exist when the February 24, 2015, project allocations were set.

Santa Fe County received Grant 16-A2503 in the 2016 Legislative Session to acquire land for and to plan and design fire station 4 in Eldorado in Santa Fe County in the amount of \$105,500.

This funding is new funding that did not exist when the February 24, 2015, project allocations were set.

ACTION REQUESTED:

Approve an increase to the project allocations for Pojoaque Recreation Complex, Madrid Fire Station and Eldorado Fire Station 4 as noted above and approve a budget increase to the State Special Appropriations Fund (318) to budget grants received for those projects.

SANTA FE COUNTY

RESOLUTION 2016 - _____

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

Whereas, the Board of County Commissioners meeting in regular session on October 25, 2016, did request the following budget adjustment:

Department / Division: CMO/Finance Fund Name: State Special Appropriation Fund (318)

Budget Adjustment Type: Budget Increase Fiscal Year: 2017 (July 1, 2016 - June 30, 2017)

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 | 0736 | 371 | 1000 | Grant / State / Severance Tax Projects | \$135,630 | |
| 318 | 8016 | 371 | 1000 | Grant / State / Severance Tax Projects | \$120,780 | |
| 318 | 8022 | 371 | 1000 | Grant / State / Severance Tax Projects | \$105,500 | |
| TOTAL (if SUBTOTAL, check here) | | | | | \$361,910 | |

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 | 0736 | 481 | 8001 | Pojoaque Little League Fields | \$135,630 | |
| 318 | 8016 | 481 | 8001 | Capital Purchases / Buildings & Structures | \$120,780 | |
| 318 | 8022 | 481 | 8002 | Capital Purchases / Buildings & Structures | \$105,500 | |
| TOTAL (if SUBTOTAL, check here) | | | | | \$361,910 | |

Requesting Department Approval: Carolee Garamba Title: finance division director Date: _____

Finance Department Approval: Carolee Garamba Date: 10/11/16 Entered by: _____ Date: _____

County Manager Approval: _____ Date: _____ Updated by: _____ Date: _____

SANTA FE COUNTY

RESOLUTION 2016 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Carole Jarmillo Dept/Div: CMO/Finance Phone No.: 995-2780

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 increase the budget to the State Special Appropriation Funds (318) for three projects which Santa Fe County has received grants for:
 Pojoaque Recreation Complex (aka by Santa Fe County as Pojoaque Little League Field) #16-A2506
 Madrid Fire Station #16-A2505
 Eldorado Fire Station 4 #16-A2503

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 | To plan, design, construct and equip improvements to the Pojoaque Recreation Complex (aka by Santa Fe County as Pojoaque Little League Field) | \$135,630 |
| 8001 | To plan, design, construct and equip improvements to the fire station in Madrid | \$120,780 |
| 8001 | To acquire land for and to plan and design fire station 4 in Eldorado | \$105,500 |

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

SANTA FE COUNTY

RESOLUTION 2016 - _____

ATTACH/ADDITIONAL SHEETS IF NECESSARY:

DEPARTMENT CONTACT:

Name: Carole Jaramillo Dept/Div: CMO/Finance Phone No.: 995-2750

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 _____
If YES, cite statute and attach a copy.

Laws of 2016, Chapter 81, Section 22, Paragraph 196, one hundred thirty-seven thousand dollars (\$137,000) to plan, design, construct and equip improvements to the Pojoaque recreation complex in the Pojoaque valley in Santa Fe County; The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thirty-Seven Thousand Dollars (\$137,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, One Thousand Three Hundred Seventy Dollars (\$1,370.00), which equals One Hundred Thirty-Five Thousand Six Hundred Thirty Dollars (\$135,630.00) (the "Adjusted Appropriation Amount").

Laws of 2016, Chapter 81, Section 22, Paragraph 195, one hundred twenty-two thousand dollars (\$122,000) to plan, design, construct and equip improvements to the fire station in Madrid in Santa Fe County; The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Twenty-Two Thousand Dollars (\$122,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, One Thousand Two Hundred Twenty Dollars (\$1,220.00), which equals One Hundred Twenty Thousand Seven Hundred Eighty Dollars (\$120,780.00) (the "Adjusted Appropriation Amount").

Laws of 2016, Chapter 81, Section 22, Paragraph 193, one hundred five thousand five hundred dollars (\$105,500) to acquire land for and to plan and design fire station 4 in Eldorado 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.

| | | | |
|-----------------------------|-----------|--------------|---|
| Pojoaque Recreation Complex | #16-A2506 | \$137,000.00 | Appropriation Reversion Date: 30-JUN-20 |
| Madrid Fire Station | #16-A2505 | \$122,000.00 | Appropriation Reversion Date: 30-JUN-20 |
| Eldorado Fire Station 4 | #16-A2503 | \$105,500.00 | Appropriation Reversion Date: 30-JUN-20 |

- 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.

SANTA FE COUNTY

RESOLUTION 2016 - _____

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 _____ Day of _____, 2016.

Santa Fe Board of County Commissioners

Miguel M. Chavez, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

SUSANA MARTINEZ
GOVERNOR



THOMAS E. CLIFFORD, PH.D.
CABINET SECRETARY

RICK LOPEZ
DIRECTOR

BILL R. GARCIA
Deputy Director

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

September 28, 2016

Samuel Montoya, Contract & Grants Manager
Santa Fe County
P.O. Box 276.
Santa Fe, New Mexico 87504

Dear Sam,

Enclosed please find executed Grant Agreements for capital outlay appropriations 16-A2503, 16-A2505, and 16-A2506. These agreements are effective September 27, 2016 and will expire on June 30, 2020.

If you have any questions, please do not hesitate to contact me via email at susane.gonzales@state.nm.us or call me at 505-827-4972.

Sincerely,

A handwritten signature in cursive script, appearing to read "E. Susan Gonzales".

E. Susan Gonzales

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

RECEIVED
DFA-LOCAL GOVT. DIV.
2016 SEP 26 PM 1:35
BATAAN BLDG RM 201
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 27 day of September 2016, 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 "LGD", and the Santa Fe County, 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 2016, Chapter 81, Section 22, Para. 196 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:

16-A2506 \$137,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 196, one hundred thirty-seven thousand dollars (\$137,000) to plan, design, construct and equip improvements to the Pojoaque recreation complex in the Pojoaque valley in Santa Fe county;

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Thirty-Seven Thousand Dollars (~~\$137,000.00~~) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, One Thousand Three Hundred Seventy Dollars (\$1,370.00), which equals One Hundred Thirty-Five Thousand Six Hundred Thirty Dollars (\$135,630.00) (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^[2] 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 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:

[1] 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.

[2] "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.

- 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: Santa Fe County
Name: Samuel L. Montoya
Title: Capital & Grants Manager
Address: PO Box 276, Santa Fe, NM, 87504
Email: slmontoya@santafecountynm.gov
Telephone: 505-986-6323
FAX: 505-986-6277

Department: DFA/Local Government Division
Name: Ms. Susan Gonzales
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: Susane.gonzales@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, 2020, 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 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 may require directly

into a database maintained by the Department. 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) Immediately as they are received by the Grantee but at a minimum of 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 Santa Fe County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Santa Fe County'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 Santa Fe County, 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 Santa Fe County 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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the Santa Fe County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Santa Fe County's 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.

ARTICLE 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 PROJECT 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 MPP 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)

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

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: 16-A2506

As the designated representative of the Department for the Grant Agreement number 16-A2506 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 of 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 of 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: _____

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

RECEIVED
DFA-LOCAL GOVT. DIV.
2016 SEP 26 PM 1:35
BATAAN BLDG. RM. 202
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 27 day of September 2016, 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 "LGD", and the Santa Fe County, 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 2016, Chapter 81, Section 22, Para. 195 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:

16-A2505 \$122,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 195, one hundred twenty-two thousand dollars (\$122,000) to plan, design, construct and equip improvements to the fire station in Madrid in Santa Fe county;

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Twenty-Two Thousand Dollars (\$122,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount");^[1] if applicable, One Thousand Two Hundred Twenty Dollars (\$1,220.00), which equals One Hundred Twenty Thousand Seven Hundred Eighty Dollars (\$120,780.00) (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;^[2] 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 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:

[1] 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.

[2] "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.

- 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: Santa Fe County
Name: Samuel L. Montoya
Title: Capital & Grants Manager
Address: PO Box 276, Santa Fe, NM, 87504
Email: slmontoya@santafecountynm.gov
Telephone: 505-986-6323
FAX: 505-986-6277

Department: DFA/Local Government Division
Name: Ms. Susan Gonzales
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: Susane.gonzales@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, 2020, 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 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 may require directly

into a database maintained by the Department. 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) Immediately as they are received by the Grantee but at a minimum of 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 Santa Fe County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Santa Fe County'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 Santa Fe County, 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 Santa Fe County 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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the Santa Fe County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Santa Fe County's 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.

ARTICLE 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 PROJECT 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)**

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Grantee Representative

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

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: 16-A2505

As the designated representative of the Department for the Grant Agreement number 16-A2505 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 of 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 of 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: _____

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

RECEIVED
DFA-LOCAL GOVT. DIV.
2015 SEP 26 PM 1:35
BATAAN BLDG. RM 202
SANTA FE, NM 87501

THIS AGREEMENT is made and entered into as of this 27 day of September, 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 "LGD", and the Santa Fe County, 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 2016, Chapter 81, Section 22, Para. 193 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:

16-A2503 \$105,500.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 193, one hundred five thousand five hundred dollars (\$105,500) to acquire land for and to plan and design fire station 4 in Eldorado in Santa Fe county;

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Five Thousand Five Hundred Dollars (\$105,500.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals One Hundred Five Thousand Five Hundred Dollars (\$105,500.00) (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^[2] 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 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:

[1] 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.

[2] "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.

- 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: Santa Fe County
Name: Sam Montoya
Title: Capital & Grants Manager
Address: PO Box 276, Santa Fe, NM, 87504
Email: slmontoya@santafecountynm.gov
Telephone: 505-986-6323
FAX: 505-986-6277

Department: DFA/Local Government Division
Name: Ms. Susan Gonzales
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: Susane.gonzales@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, 2020, 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 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 may require directly

into a database maintained by the Department. 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) Immediately as they are received by the Grantee but at a minimum of 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 Santa Fe County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Santa Fe County'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 Santa Fe County, 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 Santa Fe County 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 Department of Finance and Administration, Local Government Division (DFA/LGD) Grant Agreement. Should DFA/LGD early terminate the

grant agreement, the Santa Fe County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Santa Fe County's 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.

ARTICLE 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 PROJECT 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]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement as of the date of the first above written.

THIS GRANT AGREEMENT has been approved by:

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 9/18/16
Camille Baca
9-21-16 9/15/16
Date

Santa Fe County

[Signature]
Signature of Official with Authority to Bind Grantee

TONY FLORES
(Type or Print Name)

STATE OF NEW MEXICO)
COUNTY OF Santa Fe)ss

The foregoing instrument was acknowledged before me this 21st day of September, 2016,
by Tony Flores

[Signature]
Notary Public

My Commission Expires: 4/29/2017

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: [Signature]
Rick Lopez, Director

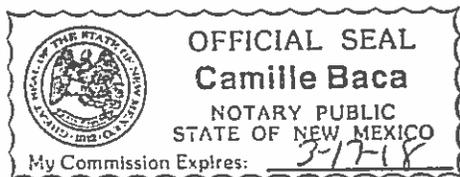
9/27/16
Date

STATE OF NEW MEXICO)
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 27 day of September, 2016,
by Rick Lopez

[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: 16-A2503

As the designated representative of the Department for the Grant Agreement number 16-A2503 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 of 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 of 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: _____

