

SANTA FE COUNTY,

RESOLUTION 1999- 134

1702405

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 26, 1999, did request the following budget adjustment:

Department / Division: County Manager's Office Fund Name: Economic Development Fund/Regional Development Corp.

Budget Adjustment Type: Budget Increase Fiscal Year: 2000 (July 1, 1999 - June 30, 2000)

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
224	0111	372	0700	Federal Grant Revenue	\$266,000	
TOTAL (if SUBTOTAL, check here _____)					\$266,000	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
224	0111	453	50/5003	Contractual Services/Professional Services	\$ 17,000	
224	0111	453	70/7035	Other Operating Costs/Architect & Engineering Fees	\$ 14,800	
224	0111	453	70/7090	Other Operating Costs/Miscellaneous	\$ 26,600	
224	0111	453	80/8010	Capital Purchases/Roadways	\$207,600	
TOTAL (if SUBTOTAL, check here _____)					\$266,000	

Requesting Department Approval: _____ Title: County Manager Date: October 18, 1999

Finance Department Approval: Katherine Miller Date: 10/19/99 Entered by: _____ Date: _____

County Manager Approval: [Signature] Date: October 18, 1999

SANTA FE COUNTY
RESOLUTION 1999- 134

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Stephanie R. Lyon **Dept/Div:** County Manager's Office **Phone No.:** 986-6353

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 budget adjustment request is to create and increase the Economic Development Fund from a Federal Grant for construction of gas, sewer and water lines and a two lane paved road for the Santa Fe County Industrial Park.
- 2) Why was this request not included in the Fiscal Year 2000 Operating Budget?
This request was not included in the Fiscal Year 2000 Operating Budget because it was not awarded at the time of budget preparations.
- 3) Is the increase recurring or non-recurring and what are the future funding impacts of this request?
This increase is anticipated to be non-recurring.
- 4) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
This request does include federal funds.
 - a) If this is a state special appropriation, cite statute and attach a copy.
 - b) If this is a state or federal grant, cite grant name, number, award date and amount.
See attached copy of agreement with award date of July 27, 1999 in the amount of \$266,000.

1702407

SANTA FE COUNTY

RESOLUTION 1999- 134

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Stephanie R. Lyon **Dept/Div:** County Manager's Office **Phone No.:** 986-6353

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

- 4) (Continued):
 - c) If this request is a result of Commission action, please cite and attach a copy of supporting documentation.
This request is not a result of Commission action.
 - d) Please identify other funding sources that can be used to match this request.

- 5) If this request impacts the Capital Purchases category, please detail items to be purchased and what they will be used for.
The request for \$207,600 for purchase of construction materials to install infrastructure of the water, sewer and gas lines and a two lane paved road does impact the Capital Purchases category.

- 6) Does this request have an FTE impact for the department/division? If request increases FTE, include number of positions, position type (term, permanent, etc.), and the future funding impact and revenue source.
This request does not have an FTE impact for the department.

1702408

SANTA FE COUNTY

RESOLUTION 1999- 134

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 26th day of October 1999.

Santa Fe Board of County Commissioners



Joe S. Grifé, Jr.
Joe S. Grifé, Jr., Chairperson

Rebecca Bustamante
Rebecca Bustamante, County Clerk

Approved As To Form:

Denice Brown
Denice Brown, County Attorney



COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO 1095) 157
I hereby certify that this instrument was filed
for record on the 28 day of Oct A.D.
19 99, at 1:17 o'clock P m
and was duly recorded in book 1702,
page 405-408 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Veronica Clayton
Deputy

AGREEMENT

This Agreement, dated 7/27/99 by and between the **Regional Development Corporation (the "RDC")** and **Santa Fe County (the "Provider")** is entered into by the parties for the purpose of securing/providing services in support of the U.S. Department of Energy's (the "DOE") Economic Development Community Assistance program conducted pursuant to Section 3161 of the 1993 Defense Appropriations Act. In accordance with the terms of that Act and supportive guidelines and regulations developed by DOE, the RDC has been designated as the Community Reuse Organization ("CRO") for purposes of administering certain economic diversification, transition and development programs approved for implementation by DOE.

The Provider agrees to provide the RDC the economic diversification transition and development services generally described in Attachment A of this contract which is incorporated herein by this reference as though set forth in full. In consideration of the Provider providing such services, the RDC agrees to reimburse the Provider for those reasonable allowable and necessary expenses set forth in Attachment A to the extent that those expenses are identified and finally approved by the DOE, provided, however, that the total amount reimbursable under this Agreement shall not exceed _____.

The parties hereto further agree to the following provisions:

1. **Contract Pre-Conditions:** As a part of this Agreement, the Provider will provide the RDC with the following information as delineated in attached documents including Attachment A, Attachment B, and E-Mail Quarterly Report Form.
 - a. project work plan and scope of work with a target time schedule;
 - b. project budget setting forth the necessary budget elements;
 - c. list of proposed deliverables;
 - d. other mandatory requirements;
 - e. and number of jobs to be created/retained.

2. **Receipt of Pertinent Federal Directives and Regulations:** The Provider agrees to abide by any and all Federal directives and regulations that are applicable to the proper administration of this program, including, but not limited to:
 - a. **Applicable DOE Financial Assistance Rules:** Unless otherwise stated, the applicable regulatory provisions of Department of Energy 10 CFR Part 600, Financial Assistance Rules, dated January 1, 1995 and Subpart A of 10 CFR Part 600, as revised in the Federal Register dated February 26, 1996, are incorporated by reference as if set forth herein and are intended by the parties to be applicable to this contract.

 - b. **Applicable Cost Principles: For Nonprofit Organizations:** Unless otherwise stated, the regulatory provisions of OMB Circular A-122, Cost Principles for Nonprofit Organizations, dated July 8, 1980, are incorporated by reference as if set forth herein and are intended by the parties to be applicable to this contract.

with the provisions of the Department of Energy New Restrictions on Lobbying Rules, 10 CFR Part 601, dated February 26, 1990. If the contract value exceeds \$100,000, then the Provider must specifically comply with the provisions of 10 CFR 601.110, regarding certification and disclosure requirements.

6. Breach of Contract; Remedies; Attorneys' Fees and Expenses of Litigation; Venue: This Agreement may be suspended and/or terminated for deficient project performance. Breach of contract and/or failure to perform the Agreement may result in:
- (a) suspending or terminating payments under this Agreement;
 - (b) deferring the processing of new requests for payment, amendments, or supplemental funding; and/or
 - (c) designating the Provider as high risk and assigning special conditions.

In the event this contract shall be breached, either party, believing itself to be aggrieved, shall be entitled to pursue any and all legal remedies as are or shall be available under federal laws or the laws of the State of New Mexico. In the event of any litigation between the parties, the substantially prevailing party as a part of any judgement shall also be entitled to recover the reasonable and necessary costs and expense of litigation, as well as reasonable attorneys' fees incurred therein, including any appeal thereof. Any litigation shall be conducted in the First Judicial Court of the State of New Mexico, in Santa Fe, New Mexico.

7. Termination: This Agreement may be terminated or temporarily suspended by either party at any time upon written notice to the other party, sent by certified mail, return receipt requested. Upon receipt of such written notice from the RDC, the Provider shall incur no further expenses without the express written approval of the RDC.
8. Insurance Coverage: The Provider shall have and provide the RDC with proof of insurance satisfactory to the RDC, copies of all insurance policies and surety or fidelity bonds maintained by the Provider for their general business purposes or specific functions contemplated by this Agreement. In any event, the amount of coverage shall be no less than \$1,000,000.00. The Provider shall hold the RDC harmless from any and all liability whatsoever resulting from the Provider's activities under this Agreement.
9. Clean Air and Water Act: The Provider shall adhere to the standards set forth in the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Act (33 U.S.C. 1251 et seq.), as amended.
10. Rights to Inventions: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

11. Subcontracts: The Provider is authorized to subcontract portions of this contract as indicated in the proposal and scope of work, subject to advance written approval of the RDC, which approval shall not be unreasonably withheld. The Provider will adhere to contract and subcontract provisions set forth in 10 CFR Chapter II, Section 600.148, "Contract Provisions."
12. Equal Employment Opportunity: In connection with the execution of this Agreement, the Provider warrants that it will not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex, national origin, or handicap, except for a bona fide occupational qualification. The Provider will take affirmative action to ensure that applicants are employed, and employees are treated during their employment without regard to their race, creed, marital status, age, color, sex, national origin, or handicap, except for a bona fide occupational qualification. Actions shall include, but not limited to the following: employment, upgrading, demotion, or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
13. Cooperation: Both parties hereto agree to cooperate fully in all matters related to or arising out of this Agreement.
14. Waiver: Failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver by that party to strict enforcement of each and every other provision of this Agreement.
15. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings, written or oral, express or implied, between the parties concerning the subject matter of this Agreement.
16. Modification: This Agreement shall not be subject to modification except by written agreement signed by the parties.
17. Binding Effect: This Agreement shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
18. Caption: All captions or subtitles used herein are intended solely for convenience of reference and shall in no way limit or broaden any of the provisions of this Agreement.
19. Controlling Law; Severability; Venue: This Agreement shall be interpreted under the laws of the State of New Mexico. Should any term or provision of this Agreement, or any part thereof, be held unenforceable for any reason, such unenforceable term or provision or part thereof, shall not affect the remainder of this Agreement, it being agreed the provisions hereof are severable.

20. Scrutiny: This Agreement has been submitted to the scrutiny of all parties and their respective counsel and shall be given a fair and reasonable interpretation in accordance with the words hereof without consideration or weight being given to this being drafted by or for one or the parties. If in fact one of the parties has not submitted this Agreement to the scrutiny of their legal counsel, such party stipulates that, despite having had the opportunity to do so, they waived the same and elected to proceed without the benefit of such legal review.
21. Receipt of Funds: All contract funds are subject to the receipt of funding by the RDC from the U.S. Department of Energy.
22. Pre-Award Costs: Where applicable, pre-award costs will be considered eligible for reimbursement as if incurred after the signing of this Agreement. This authorization is contingent upon award of new funds and is made with the understanding that the specified costs will be considered eligible for reimbursement under continuation of award.
23. Expiration Date: This Agreement is effective as of the date it is signed by the Provider and expires one year thereafter. Parties may renew or extend the contract period with written approval from the RDC and the DOE, which approval is not assured.
24. Provider's Address: The address for the Provider, and the person responsible for the administration and implementation of this Agreement is:

Name of Provider: Santa Fe County

Address: P.O. Box 276

Address: Santa Fe, NM 87504-0276

Telephone: 505-986-6200

Person Responsible: Beron Briscoe

WITNESSETH

Provider:

Regional Development Corporation

By:

[Signature]

By:

[Signature]

PAUL DURAN
Print Name

DAVID E. PROVOST
Print Name

Chairman Board of Commissioners
Title

EXECUTIVE DIRECTOR
Title

7-27-99
Date

JULY 20, 1999
Date

State of New Mexico)
)
County of Santa Fe)

On this 20th day of July, 1999, before me, the undersigned a Notary Public in and for the State of New Mexico, duly commissioned and sworn, personally appeared David E. Provost, to me known to be the Executive Director of Regional Devel Corp, a Corporation, and executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument on behalf of the said corporation.

[Signature]
Notary Public

My commission expires: Feb 21, 2000

State of New Mexico)
)
County of Santa Fe)

On this _____ day of _____, 1999, before me, the undersigned a Notary Public in and for the State of New Mexico, duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____, a _____, and executed the foregoing instrument, and acknowledged that said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument on behalf of the said corporation.

Notary Public

My commission expires: _____



Attest:

Rebecca Bustamante
Rebecca Bustamante, County Clerk

Approved as to form:

Denice Brown
Denice Brown, County Attorney

Donna Gary
Donna Gary, Finance Director

ATTACHMENT A

Statement of Work, Deliverables, Schedule, Budget, and Conditions

The Provider shall install infrastructure in the County of Santa Fe Industrial Park consisting of an extension of water, sewer, gas and a two lane paved road to the point indicated of the attached survey of the industrial park.

Principal Tasks

Task 1. Install water, sewer and gas to the point indicated on the attached survey.

Task 2. Install a two-lane paved road to the same point as indicated on the attached survey.

Deliverables

A Report describing in detail the water, sewer, and gas as well as the road improvements installed in the County of Santa Fe Industrial Park as identified in the statement of work.

Work Schedule

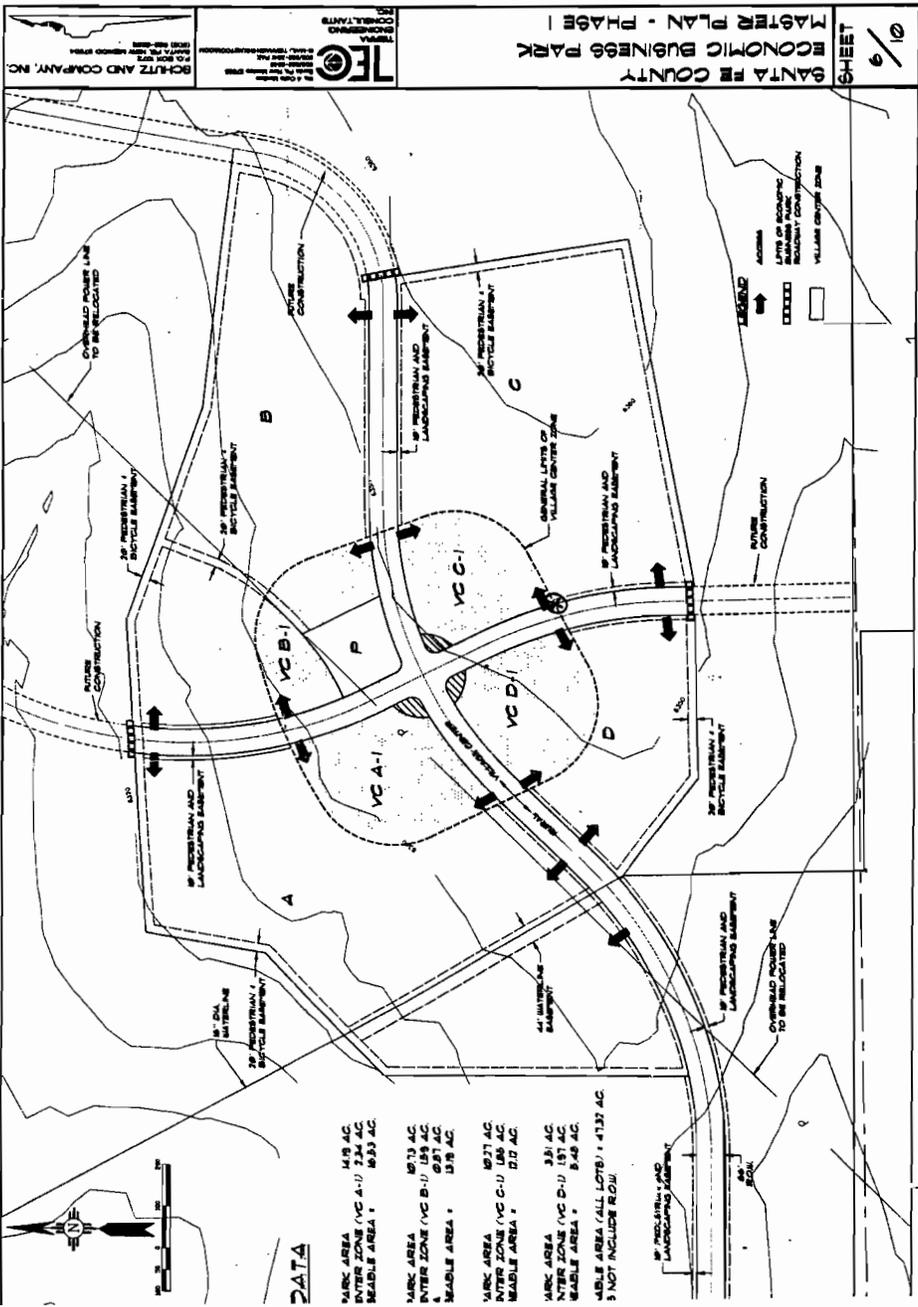
<u>Task</u>	<u>Month after Award</u>				
	0	1	2	3	4
1	x	-----	-----	-----	x
2	x	-----	-----	-----	x

Budget detail

<u>Item</u>	<u>Cost</u>
Contractual Services	
--Engineering fees	\$ 14,800
--Inspection fees	\$ 17,000
--water	\$ 10,271
--sewer	\$ 25,001
--gas	\$ 10,964
--road	\$211,261
Other	
<hr/> Total	<hr/> \$289,297

Conditions

1. Expenditure of awarded RDC funds is contingent upon the County of Santa Fe providing the RDC with a copy of all relevant fully executed construction contracts.
2. Expenditure of awarded RDC funds is contingent upon the County of Santa Fe committing to a workable wideband telecommunications link among tenants in the Industrial Park, to the local community, and the Internet, as appropriate. Unless technically unfeasible or economically uncompetative, the wideband telecommunications link shall be interconnected with the regional network sponsored by the RDC.
3. Ten percent (10%) of the approved funding shall be withheld from payment to be paid upon completion of the statement of work and acceptance by the RDC of all deliverables and interim reports.



DATA

- MARK AREA : 4.75 AC
- ENTER ZONE (VC A-I) : 2.34 AC
- SEALABLE AREA : 0.33 AC
- MARK AREA : 10.73 AC
- ENTER ZONE (VC B-I) : 1.88 AC
- SEALABLE AREA : 0.97 AC
- MARK AREA : 10.73 AC
- ENTER ZONE (VC C-I) : 1.88 AC
- SEALABLE AREA : 0.97 AC
- MARK AREA : 10.73 AC
- ENTER ZONE (VC D-I) : 1.88 AC
- SEALABLE AREA : 0.97 AC
- TOTAL AREA (ALL LOTS) : 41.37 AC
- 5 NOT INCLUDE ROW

RDC Quarterly Email Report Form

1. Status of task accomplishments and Task Work Schedule as outlined in "Statement of Work, Deliverables, Schedules. Budget, and Conditions" addendum of Provider Agreement.

2. Detail of expenditures incurred during current quarter as outlined in "Statement of Work, Deliverables, Schedule, Budget , and Conditions" addendum of Provider Agreement.

3. Status of Conditions as outlined in "Statement of Work, Deliverables, Schedule, Budget, and Condition" addendum of Provider Agreement.

4. Number of newly created jobs.

CERTIFICATION REQUIREMENTS

Attachment B

OTHER MANDATORY REQUIREMENTS:

- (a) Certifications Regarding Lobbying; Debarment Suspension, and Other Responsibilities Matters; and Drug Free Workplace Requirements;**
- (b) Assurances--Non construction, Programs, (SF-424B) or alternately, if applicable, Assurances--Construction Programs (SF-424D); and**
- (c) Assurance of Compliance Nondiscrimination in Federally Assisted Programs (DOE F 1600.5)**

Attachment B

workplace no later than five calendar days after such conviction;

- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the DOE contracting officer. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted—
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

b. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE REQUIREMENTS (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 10 CFR Part 1038, Subpart F, for grantees, as defined at 10 CFR Part 1038, Sections 1038.605 and 1038.610—

- a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the DOE contracting officer. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT <i>SANTA Fe County</i>	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <i>PAUL DURAN Chairman County Commission</i>	
SIGNATURE 	DATE <i>7-27-99</i>

Attachment B

1702421

OMB Approval No. 0348-0040

ASSURANCES — NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for Programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Attachment B

1702422

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>Chairman Santa Fe County Board of Commissioners</i>
APPLICANT ORGANIZATION <i>SANTA Fe County</i>	DATE SUBMITTED <i>7-27-99</i>

- 11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- 12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S. §§ 327-333) regarding labor standards for federally assisted construction subagreements.
- 14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 more.
- 15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b)

Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

- 16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (Identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
- 18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- 19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chairman Board of County Commissioners
APPLICANT ORGANIZATION SANTA Fe County	DATE SUBMITTED 7-27-99

ASSURANCES — CONSTRUCTION PROGRAMS

1702423

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made, and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

1702425

DOEF 1600.6
(06-84)

All Other Editions Are Obsolete

U.S. Department of Energy
Assurance of Compliance
Nondiscrimination in Federally Assisted ProgramsOMB: Control No.
1910-0400OMB Burden Disclosure Statement

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources, Management Policy, Plans, and Oversight Records Management Division, HR-422 - GTH, Paperwork Reduction Project (1910-0400), U.S. Department of Energy, 1000 Independence Avenue, SW, Washington, DC 20585; and to the Office of Management and Budget (OMB), Paperwork Reduction Project (1910-0400), Washington, DC 20503.

_____ (Hereinafter called the "Applicant") HEREBY AGREES to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub. L. 93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub. L. 93-438), Title IX of the Education Amendments of 1972, as amended, (Pub. L. 92-318, Pub. L. 93-568, and Pub. L. 94-482), Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), the Age Discrimination Act of 1975 (Pub. L. 94-135), Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), the Department of Energy Organization Act of 1977 (Pub. L. 95-91), the Energy Conservation and Production Act of 1976, as amended, (Pub. L. 94-385) and Title 10, Code of Federal Regulations, Part 1040. In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Applicability and Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with Federal assistance extended to the Applicant by the Department of Energy, this assurance obligates the Applicant for the period during which Federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which Federal assistance is extended. If any personal property is so provided, this assurance obligates the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant for the period during which the Federal assistance is extended to the Applicant by the Department of Energy.

Employment Practices

Where a primary objective of the Federal assistance is to provide employment or where the Applicant's employment practices affect the delivery of services in programs or activities resulting from Federal assistance extended by the Department, the Applicant agrees not to discriminate on the ground of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Subrecipient Assurance

The Applicant shall require any individual, organization, or other entity with whom it subcontracts, subgrants, or subleases for the purpose of providing any service, financial aid, equipment, property, or structure to comply with laws and regulations cited above. To this end, the subrecipient shall be required to sign a written assurance form; however, the obligation of both recipient and subrecipient to ensure compliance is not relieved by the collection or submission of written assurance forms.

Data Collection and Access to Records

The Applicant agrees to compile and maintain information pertaining to programs or activities developed as a result of the Applicant's receipt of Federal assistance from the Department of Energy. Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age, and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by the Department of Energy to be relevant to the obligation to assure compliance by recipients with laws cited in the first paragraph of this assurance.

1702426

DOEP 1600.6
(04-94)
All Other Editions Are Obsolete

OMB Control No.
1910-0400

The Applicant agrees to submit requested data to the Department of Energy regarding programs and activities developed by the Applicant from the use of Federal assistance funds extended by the Department of Energy. Facilities of the Applicant (including the physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the Applicant's compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Civil Rights, U.S. Department of Energy.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts (excluding procurement contracts), property, discounts or other Federal assistance extended after the date hereof, to the Applicants by the Department of Energy, including installment payments on account after such date of application for Federal assistance which are approved before such date. The Applicant recognizes and agrees that such Federal assistance will be extended in reliance upon the representations and agreements made in this assurance, and that the United States shall have the right to seek judicial enforcement of this assurance. The assurance is binding on the Applicant, the successors, transferees, and assignees, as well as the person(s) whose signatures appear below and who are authorized to sign this assurance on behalf of the Applicant.

Applicant Certification

The Applicant certifies that it has complied, or that, within 90 days of the date of the grant, it will comply with all applicable requirements of 10 C.F.R. § 1040.5 (a copy will be furnished to the Applicant upon written request to DOE).

Designated Responsible Employee

<u>BERON BRISCOE Senior Policy Analyst</u>	<u>505-986-6376</u>
Name and Title (Printed or Typed)	Telephone Number
<u>Beron Briscoe</u>	<u>7-21-99</u>
Signature	Date

<u>Santa Fe County</u>	<u>505-986-6200</u>
Applicant's Name	Telephone Number
<u>102 GRANT AVENUE</u>	<u>7-21-99</u>
Address	Date
<u>Santa Fe NM 87504</u>	

Authorized Official:
President, Chief Executive Officer
or Authorized Designee

<u>PAUL DURAN Chairman Board of County Commission</u>	<u>505 986-6200</u>
Name and Title (Printed or Typed)	Telephone Number
<u>[Signature]</u>	<u>7-27-99</u>
Signature	Date

REQUEST FOR ADVANCE OR REIMBURSEMENT

Budget. No. 80-RO183

PAGES

1. TYPE OF PAYMENT REQUESTED

a. "X" one, or both boxes
 ADVANCE REIMBURSEMENT

b. "X" the appropriate box
 FINAL PARTIAL ACCRUAL

2. BASIS OF REQUEST
 CASH

4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY

5. PARTIAL PAYMENT REQUEST NUMBER FOR THIS REQUEST

1702427

(See instructions on back)

FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED

6. EMPLOYER IDENTIFICATION NUMBER

7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER

8. PERIOD COVERED BY THIS REQUEST
 FROM (month, day, year) TO (month, day, year)

9. RECIPIENT ORGANIZATION
 Name: SANTA Fe County
 Attn: Baron BRISCOE
 PO Box 276
 Number and Street: SANTA Fe NM 87504
 City, State and ZIP Code:

10. PAYEE (Where check is to be sent is different than item 9)
 Name: SAME
 Number and Street:
 City, State and ZIP Code:

11. COMPUTATION OF AMOUNT OF REIMBURSEMENTS/ADVANCES REQUESTED

PROGRAMS/FUNCTIONS/ACTIVITIES ▶	(a)	(b)	(c)	TOTAL
a. Total program outlays to date (As of date) 7-31-99	\$	\$	\$	\$
b. Less: Cumulative program income	-0-			
c. Net program outlays (Line a minus line b)				
d. Estimated net cash outlays for advance period				
e. Total (Sum of lines c & d)				
f. Non-Federal share of amount on line e				
g. Federal share of amount on line e				
h. Federal payments previously requested				
i. Federal share now requested (Line g minus line h)				
j. Advances required by month, when requested by Federal grantor agency for use in making pre-scheduled advances	1st month			
	2nd month			
	3rd month			

12. ALTERNATE COMPUTATION FOR ADVANCES ONLY

a. Estimated Federal cash outlays that will be made during period covered by the advance \$

b. Less: Estimated balance of Federal cash on hand as of beginning of advance period

c. Amount requested (Line a minus line b) \$

CERTIFICATION

I certify that to the best of my knowledge and belief the data above are correct and that all outlays were made in accordance with the grant conditions or other agreement and that payment is due and has not been previously requested.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE REQUEST SUBMITTED

TYPED OR PRINTED NAME AND TITLE

Please type or print legibly. Items 1, 3, 5, 9, 10, 11c, 11e, 11f, 11g, 11i, 12 and 13 are self-explanatory; specific instructions for other items are as follows:

1702428

- | <i>Item</i> | <i>Entry</i> |
|-------------|--|
| 2 | Indicate whether request is prepared on cash or accrued expenditure basis. All requests for advances shall be prepared on a cash basis. |
| 4 | Enter the Federal grant number, or other identifying number assigned by the Federal sponsoring agency. If the advance or reimbursement is for more than one grant or other agreement, insert N/A; then, show the aggregate amounts. On a separate sheet, list each grant or agreement number and the Federal share of outlays made against the grant or agreement. |
| 6 | Enter the employer identification number assigned by the U.S. Internal Revenue Service, or the FICE (institution) code if requested by the Federal agency. |
| 7 | This space is reserved for an account number or other identifying number that may be assigned by the recipient. |
| 8 | Enter the month, day, and year for the beginning and ending of the period covered in this request. If the request is for an advance or for both an advance and reimbursement, show the period that the advance will cover. If the request is for reimbursement, show the period for which the reimbursement is requested. |
| Note: | The Federal sponsoring agencies have the option of requiring recipients to complete items 11 or 12, but not both. Item 12 should be used when only a minimum amount of information is needed to make an advance and outlay information contained in item 11 can be obtained in a timely manner from other reports. |
| 11 | The purpose of the vertical columns (a), (b), and (c), is to provide space for separate cost breakdowns when a project has been planned and budgeted by program, function, or activity. If additional columns are needed, |

- | <i>Item</i> | <i>Entry</i> |
|-------------|---|
| | use as many additional forms as needed and indicate page number in space provided in upper right; however, the summary totals of all programs, functions, or activities should be shown in the "total" column on the first page. |
| 11a | Enter in "as of date", the month, day, and year of the ending of the accounting period to which this amount applies. Enter program outlays to date (net of refunds, rebates, and discounts), in the appropriate columns. For requests prepared on a cash basis, outlays are the sum of actual cash disbursements for goods and services, the amount of indirect expenses charged, the value of in-kind contributions applied, and the amount of cash advances and payments made to subcontractors and subrecipients. For requests prepared on an accrued expenditure basis, outlays are the sum of the actual cash disbursements, the amount of indirect expenses incurred, and the net increase (or decrease) in the amounts owed by the recipient for goods and other property received and for services performed by employees, contractors, subgrantees and other payees. |
| 11b | Enter the cumulative cash income received to date, if requests are prepared on a cash basis. For requests prepared on an accrued expenditure basis, enter the cumulative income earned to date. Under either basis, enter only the amount applicable to program income that was required to be used for the project or program by the terms of the grant or other agreement. |
| 11d | Only when making requests for advance payments, enter the total estimated amount of cash outlays that will be made during the period covered by the advance. |
| 13 | Complete the certification before submitting this request. |