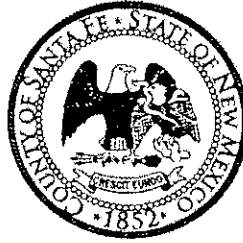


**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

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

**Joe Loewy**  
*Housing Board Member*



**Joseph R. Montoya**  
*Executive Director*

**Anna T. Hamilton**  
*Commissioner, District 4*

**Ed Moreno**  
*Commissioner, District 5*


**Katherine Miller**  
*County Manager*


**Cathy Hurtado**  
*Resident Board Member*

## **MEMORANDUM**

**Date:** February 1, 2018

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

**From:** Stephanie Schardin Clarke, Finance Director 

**Via:** Joseph R. Montoya, Executive Director   
Katherine Miller, County Manager

**Item:** Resolution 2017-\_\_\_\_\_, A Resolution Requesting approval of the budget for the Community Development Block Grant (CDBG)

### **SUMMARY:**

Santa Fe County was awarded a Community Development Block Grant (CDBG) in the amount of \$500,000 for the purpose of reroofing units in the Santa Cruz and Camino de Jacobo public housing sites.

### **BACKGROUND:**

The CDBG was applied for in June of 2017, and notification of the award was received in November 2017. The condition of the roofs on several of the public housing units is very poor. This grant will fund the reroofing of the units in most need of repair.

### **ACTION REQUIRED:**

Approval of the budget for the \$500,000 grant, the \$75,000 required match (previously approved by the Board), and fund transfer from fund 229 of \$75,000, for a total BAR of \$650,000.



# SANTA FE COUNTY

Page 1 of 4

## RESOLUTION 2018 -

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

Whereas, the Board of County Commissioners meeting in regular session on \_\_\_\_\_, did request the following budget adjustment:

Department / Division: Housing Fund Name: CDBG

Budget Adjustment Type: Increase/Initial Fiscal Year: 2018 (July 1, 2017 - June 30, 2018)

#### 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
229	0000	385	0300	Budgeted Cash	75,000	
250	1921	390	0229	Federal/CDBG (HUD)	55,336	
250	1922	390	0229	Federal/CDBG (HUD)	19,664	
250	1921	372	0100	Federal/CDBG (HUD)	368,907	
250	1922	372	0100	Federal/CDBG (HUD)	131,093	
TOTAL (if SUBTOTAL, check here )					650,000	

#### 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
229	0000	490	0250	Operating Transfers Out/Operating Transfer Out	75,000	
250	1921	471	8001	Capital Purchases/Buildings & Structures	424,243	
250	1922	471	8001	Capital Purchases/Buildings & Structures	150,757	
TOTAL (if SUBTOTAL, check here )					650,000	

Requesting Department Approval: [Signature] Title: Executive Director Date: 2/13/18

Finance Department Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

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

# SANTA FE COUNTY

Page 2 of 4

## RESOLUTION 2018 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Joe Gonzales Dept/Div: Housing Phone No.: 995-9531

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. To establish the budget for the Community Development Block grant.

### a) Employee Actions

Line Item	Action (Add/Delete Position, Reclasse, 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
1921.8001	Reroof of housing units in Santa Cruz site.	424,243
1922.8001	Reroof of housing units in Jacobo site.	150,757

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

# SANTA FE COUNTY

Page 3 of 4

## RESOLUTION 2018 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Joe Gonzales Dept/Div: Housing Phone No.: 995-9531

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

3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:

- a) If this is a state special appropriation, YES \_\_\_\_\_ NO X  
If YES, cite statute and attach a copy.

- b) Does this include state or federal funds? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. Community Development Block Grant, Project No. 16-C-NR-40, January 16, 2018, \$500,000.

- c) Is this request is a result of Commission action? YES \_\_\_\_\_ NO X  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

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

# **SANTA FE COUNTY**

Page 4 of 4

## **RESOLUTION 2018 - \_\_\_\_\_**

**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 \_\_\_\_\_, 2018.

**Santa Fe Board of County Commissioners**

\_\_\_\_\_  
Anna Hansen, Chairperson

**ATTEST:**

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

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT AGREEMENT

Project No. 16-C-NR-40

RECEIVED  
DFA-LOCAL GOVT DIV.

2018 JAN 12 AM 10:07

DATA CENTER  
SANTA FE, NM 87501

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the Santa Fe County, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

**RECITALS**

WHEREAS, on June 22, 2016, the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I - SCOPE OF WORK.**

- A. The Grantee shall implement, in all respects, the Project Description, attached as Exhibit "1-A", and the Project Schedule, attached as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:  
[http://www.nmdfa.state.nm.us/CDBG\\_Implementation\\_Manual.aspx](http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx) ("CDBG Manual").

## ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two years after the effective date of this Agreement, which is the Division Director's dated signature, unless earlier terminated pursuant to Article V.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

## ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

### A. Progress Reports:

- 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis, with the due dates to be established by the Division. The progress reports shall be submitted on the form attached as exhibit "1-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
- 2. One copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than 20 days after the end of each quarter during the term of this Agreement.
- 3. The Division may require revisions or additional information to clarify progress reports.

- B. Final Report: The Grantee shall submit to the Division one copy of its Final Report, attached as exhibit "1-D-1", with its final Request for Payment, attached as exhibit "1-M", no later than 20 days after the termination of this Agreement. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.

- C. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.



- D. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; and 5) clearance by the Division of all monitoring findings and completion of all the specific project closeout requirements and documents as set forth in chapter 5 of the CDBG Manual entitled "Monitoring and Close Out."

#### ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed Five Hundred Thousand Dollars and No Cents (\$ 500,000.00). The funds are to be expended in accordance with the budget attached as Exhibit "1-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "1-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties executing an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed Fifteen Thousand Dollars and No Cents (\$ 15,000.00).
- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, NMSA 1978, Sections 57-28-1 *et seq.* ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in exhibit "1-C". The Grantee understands and agrees that it alone is obligated to pay its contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.

- F. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(B) of the Prompt Payment Act, that the agreement between the Grantee and any contractor shall: 1) specifically provide in a clear and conspicuous manner for a payment within 45 days after submission of an undisputed request for payment; and 2) require the following legend to appear in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(C) of the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8<sup>th</sup>) day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to NMSA 1978, Section 57-28-8 of the Prompt Payment Act, ten days after the Certification of Completion is issued, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
1. A properly executed release and duly certified voucher for payment;
  2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
  3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which \$750,000 or more in federal funds are expended. Grantees are required to have an audit performed in accordance with Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200, Subpart F (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards—Audit Requirements), which begins at 2 CFR, Section 200.500. Grantees must submit the audit to the Division within 30 days of the date the audit is approved by the New Mexico State Auditor. The threshold of \$750,000 is effective in fiscal years beginning on or after December 26, 2014. CDBG must be listed in the Schedule of Expenditures of Federal Awards (SEFA) as a funding source. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
- J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, and before the Division reimburses the Grantee for the expenditures, the Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid, and have been paid by the Grantee. In addition, actual receipts for

the expenditures shall be appended to the Request for Payment form, which support the expenditures for which reimbursement is requested. Only expenditures for which there are actual receipts will be reimbursed by the Division.

- K. Requests for Unpaid Expenditures: If the Grantee is requesting reimbursement of expenditures it has incurred but not yet paid, it shall pay such expenditures within three business days of receipt of funds from the Division. The Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid. The Grantee shall submit with the request for payment form, the appropriate bank statements, deposit slips and cancelled checks documenting the receipt and disbursement of funds.
- L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
- M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of such failure and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.
- N. All Requests for Payment shall be received by the Division within 20 days after the Agreement's termination date. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

#### ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

#### ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the Grantee.

#### ARTICLE VII - RETENTION OF RECORDS.

The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six years following project closeout.

#### ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Joseph Montoya  
Title: Executive Director  
Address: 52 Camino de Jacobo  
Santa Fe, NM 87507  
Telephone: 505-992-3058  
E-mail: jrmontoya@santafecountynm.gov  
Facsimile: 505-992-3064

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Stephen Weinkauff  
Title: Project Manager  
Address: Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501  
Telephone: 505-827-8060  
E-mail: Stephen.Weinkauff@state.nm.us  
Facsimile: 505-827-4948

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the Project Manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, facsimile, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of a notice sent by facsimile transmission, the notice shall be deemed to have been given/received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

#### ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).
- B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).
- C. Construction Project Requirements:
1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has issued to the Grantee the Authority to Use Grant Funds. The stated forms are included in the CDBG Manual.
  2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
  3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the "New Mexico Department of Finance and Administration" as the funding agency, the Governor's name, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of  $\frac{3}{4}$ " thick, not smaller than 4' x 6' nor larger than 4' x 8', marine-grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above

grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.

4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.
- D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five years after expiration of this Agreement, or for such longer period as determined to be approved by the Division.
- E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
- G. Other Program Requirements:
  1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 – 614, as may be amended from time to time), including, but not limited to, regulations relating to:
    - (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
    - (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
    - (c) Labor standards (§570.603);
    - (d) Environmental standards (§570.604);
    - (e) National Flood Insurance Program (§570.605);
    - (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
    - (g) Employment and contracting opportunities (§570.607);
    - (h) Lead-based paint (§570.608);
    - (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
    - (j) Uniform administrative requirements and cost principles (referencing OMB Circulars A-87, A-110, A-122, and A-128, as applicable)(§570.610);
    - (k) Conflict of interest (§570.611);

- (l) Executive Order 12372 (relating to water or sewer facility projects) (§570.612);
  - (m) Eligibility restrictions for certain resident aliens (§570.613); and
  - (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).
2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:
- (a) The Grantee does not assume the Division's environmental responsibilities described in 24 CFR 570.604; and
  - (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- H. Conflict of Interest: The Grantee shall comply with the conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. 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 Agreement, 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 under this Agreement. Further, the contractor shall cause to be incorporated in all of its subcontracts for work funded under this Agreement the language set forth in this paragraph prohibiting conflicts of interest.
- I. Hatch Act: The Grantee shall comply with the provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the HUD Procurement (24 CFR Part 85.36), New Mexico State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Compliance with New Mexico Administrative Code Rule: The Grantee shall comply with Rule 2.110.2 NMAC.
- M. Costs: The Grantee shall finance its share (if any) of the costs of the project, including all project overruns.
- N. Prior Approval: The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV of this Agreement. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.

- O. Compliance and Waivers: Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as it may be amended from time to time.

#### ARTICLE X - CERTIFICATIONS.

By signing this Agreement, the Grantee certifies the following requirements:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief, the Grantee certifies that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  3. It will require that the language of paragraphs A(1) and (2) of this Article X be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- C. Special Assessments: The Grantee certifies that:
1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, except that;
  2. An assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources; and
  3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment



attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

- D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- E. Citizen Participation: The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. Small Minority and Women's Business Enterprise: The Grantee certifies that it will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered.
- G. Section 3: The Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The Grantee certifies that the aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: The Grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - (a) The dangers of drug abuse in the workplace;
    - (b) The Grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
  4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will –
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph I(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  6. Taking one of the following actions, within thirty calendar days of receiving notice under paragraph I(4)(b) of this Article X, 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The Grantee certifies that this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee certifies that it shall comply with applicable laws.
- L. Subawards to Debarred and Suspended Parties: The Grantee certifies that it shall comply with 24 CFR 85.35 in that it must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.
- M. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

#### ARTICLE XI - GENERAL ASSURANCES:

The Grantee represents and warrants that:

1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
2. This Agreement has been duly authorized by the Grantee's governing body, 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.
3. This Agreement and the Grantee's obligations under this Agreement do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

#### ARTICLE XII - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

#### ARTICLE XIII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

#### ARTICLE XIV - GOVERNING LAW.

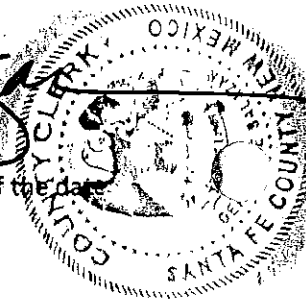
This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

#### ARTICLE XV - LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

[This space intentionally left blank.]

ATTEST:  
*Geraldine Salazar*  
GERALDINE SALAZAR  
COUNTY CLERK



IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

Santa Fe County

*H P R*  
Chief Elected Official/Authorized Signatory

Henry P. Roybal  
Type or Print Name

*TV*  
*1/9/18*  
Date

STATE OF NEW MEXICO )

COUNTY OF ) ss.

*Santa Fe*

Approved as to form  
Santa Fe County Attorney

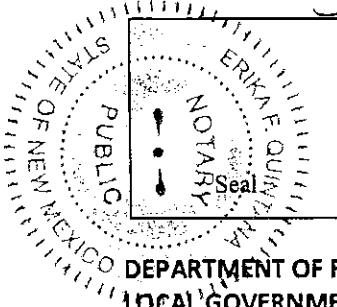
By: *[Signature]*  
Date: *1-8-18*

The foregoing instrument was acknowledged before me this  
by *Henry P. Roybal*

*Financ Directr*  
*9th* day of *January*, 2018

*Erika Quiñana*  
Notary Public

My Commission Expires: *8 Jan 19*



DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

*Rick Lopez*  
Rick Lopez, Director

*1-16-18*  
Date

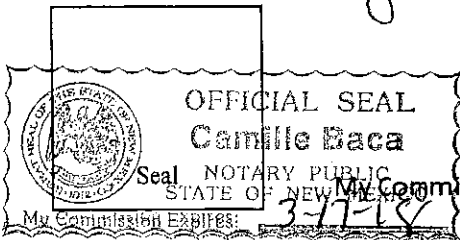
STATE OF NEW MEXICO )

COUNTY OF ) ss.

*Santa Fe*

The foregoing instrument was acknowledged before me this  
by *Rick Lopez*

*16* day of *January*, 2018  
*cb*



*Camille Baca*  
Notary Public

My Commission Expires: *3-17-18*

**EXHIBIT 1-A**

**PROJECT DESCRIPTION**

**GRANTEE NAME      SANTA FE COUNTY**

**PROJECT NUMBER    16-C-NR-40**

**GRANT AMOUNT      \$500,000**

**PROJECT DESCRIPTION**

Santa Fe County will reroof five 1-bedroom duplexes (10 units), five 2 bedroom duplexes (10 units) and twelve 3-bedroom single houses (12 units), for a total of 32 units located in the Valle de Esperanza (Santa Cruz) Housing Site at Latitude: 35.987865 Longitude: -106.071597.

We will also reroof three 1-bedroom four plexes (12 units) at our Camino de Jacobo site located at Latitude: 35.645958 Longitude: -106.01976.

**NATIONAL OBJECTIVE (from DFA/LGD approved survey)**

This project will benefit 89 total beneficiaries of which 100% are Low and Moderate Income (LMI).

**CASH MATCH and LEVERAGING (from CDBG Application)**

Santa Fe County will provide a 15% Cash Match of \$75,000.

## EXHIBIT 1-B

## PROJECT SCHEDULE

Grantee Name: SANTA FE COUNTY		Project Start Date												Project Completion Date																			
CDBG Project Number: 16-C-NR-40		1st Quarter				2nd Quarter				3rd Quarter				4th Quarter				1st Quarter				2nd Quarter				3rd Quarter				4th Quarter			
Project Description:																																	
ADMINISTRATION/PROFESSIONAL SERVICES																																	
Year: 2017		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D								
1. Create Plans & Adopt Federal Requirements for Procurement, Fair Housing, Anti-Displacement, Section 8, Citizen Participation													X																				
2. Set Up CDBG Accounting (Authorized Signatories (1-G), Substitute W9 (1-H), Fidelity Bond & Proof Cash Match/Leverage)														X																			
3. Environmental Review Record (Start Date - Authority to Use Grant Funds)													X																				
4. Complete RFP for Professional Services and Submit to DFA/LGD																																	
5. DFA/LGD Review/Approval of RFP																																	
6. Conduct Procurement for Professional Services																																	
7. Execute Engineering Agreement and Submit to DFA/LGD																																	
8. DFA/LGD Concurrence of Engineering Contract																																	
PLANNING/DESIGN																																	
Year: 2017/18		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D								
9. Complete Plans, Specs and Bid Documents													X																				
10. Submit Plans, Specs and Bid Docs to Subject Matter Expert (SME) Agency/Agencies (NMED, NMDOT, GCD, CID, etc.)													X																				
11. Submit Plans, Specs and Bid Docs to DFA/LGD with SME Agency/Agencies Approval(s)														X																			
12. DFA/LGD Approval of Plans, Specs and Bid Docs															X																		
13. Collect Bids and Award Construction Contract																X																	
14. DFA/LGD Review/Approval of Construction Contract																X																	
CONSTRUCTION/CLOSEOUT																																	
Year: 2018		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D								
15. Pre-Construction Conference and Issue Notice to Proceed															X																		
16. Construction (Start Date - Completion)															X	X	X	X															
17. Final Inspection and Closeout Monitoring Review																		X															
18. Complete Closeout Checklist and Submit Final Reimbursement Request																		X															

Entity Name: SANTA FE COUNTY		<input checked="" type="checkbox"/> Grant Agreement		CDBG Amount: \$ 500,000.00	
CDBG Project Number: 16-C-NR-40		<input type="checkbox"/> Grant Amendment		Other Amount: \$ 75,000.00	

Project Cost Activities	Project Funding Sources					Total Project Cost
	CDBG Funds	Other Sources (Identify other local, state, federal, or private)				
		Cash Match	Leverage			
Administration (Contractual)						\$ -
Architect/Engineer						\$ -
Other Professional						\$ -
Inspection (Testing)						\$ -
Property Acquisition						\$ -
Property Rehabilitation	\$ 500,000.00	\$ 50,000.00	\$ 25,000.00			\$ 575,000.00
Construction						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Totals	\$ 500,000.00	\$ 50,000.00	\$ 25,000.00	\$ -	\$ -	\$ 575,000.00

## EXHIBIT 1-D PROGRESS REPORT

Grantee: \_\_\_\_\_  
 Grant Amount: \_\_\_\_\_  
 Project Number: \_\_\_\_\_  
 Reporting Period: \_\_\_\_\_

1. What tasks have been completed by the end of the current quarter\*:

	SCHEDULED DATE	ACTUAL DATE
Set Up Files & CDBG Accounting	00/00/00	_____
Start Environmental Review (Exhibit 2-A submitted)	00/00/00	_____
Submit RFP (Professional Services) for approval	00/00/00	_____
Professional Services Contract submitted to CDB		_____
Professional Services Contract approval	00/00/00	_____
SHPO Approval Granted	00/00/00	_____
Environmental Assessment Completed	00/00/00	_____
Authority to Use Grant Funds Issued	00/00/00	_____
Request for Funds Submitted	00/00/00	_____
Construction Plans, Specs & Bid Documents completed	00/00/00	_____
Plans, Specs & Bid Docs approved by appropriate Agency	00/00/00	_____
Plans, Specs & Bid Docs submitted to CDB	00/00/00	_____
Plans, Specs & Bid Docs approved by CDB	00/00/00	_____
Construction Bid Documents Executed	00/00/00	_____
Preconstruction Conference Held	00/00/00	_____
Construction Begun	00/00/00	_____
% of work completed*:	0.00%	0%
Anticipated construction completion date:	00/00/00	_____
Construction Completed	00/00/00	_____
Final Draw Submitted	00/00/00	_____
Final Closeout Public Hearing	00/00/00	_____

\*Please report % of work completed at time of reporting period.

2. Contractor/Subcontractor Activity Report (Exhibit 1-E)

	Yes	No	N/A	Date Submitted
Administrative Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Professional Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
Construction (Contractors and Subcontractors)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____



## CDBG Progress Report

3. Describe Tasks/Goals/Milestones accomplished during this quarter (include dates):
4. Describe any problems encountered or delays experienced in the implementation and administration of the project. Also, discuss actions or methods used or to be used in alleviating the problem. Attach additional sheets if necessary.
5. Provide a detailed budget breakdown of cash match and/or leveraging expenditures to date on the Cash Match/Leveraging Tracking Sheet (Exhibit 1-J). All supporting documentation for the current quarter must be submitted (if applicable).

	<u>Yes</u>	<u>No</u>
- Exhibit 1-J attached	<input type="checkbox"/>	<input type="checkbox"/>

<Select Supporting Document Status>

### Certification

Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT 1-D-1 FINAL REPORT

### CDBG Final Report

1. List other public/private funds used in conjunction with this project:

Public \_\_\_\_\_ Private \_\_\_\_\_ In-Kind \_\_\_\_\_

2. State/national objectives the project addresses: <Select National Objective>

If project addresses multiple objectives explain:

3. Indicate Project Impact by providing the following information, if applicable:

	Projected	Actual
Number of Housing Units Rehabilitated	_____	_____
Number of Jobs Created	_____	_____
Number of Jobs Retained	_____	_____
Number of Persons Served by Community Facilities	_____	_____

a. Type of Facility \_\_\_\_\_

b. Number of Facilities \_\_\_\_\_

4. a. Indicate the number and percent of low/moderate income persons benefiting from this project.

Projected # \_\_\_\_\_ / \_\_\_\_\_ %      Actual # \_\_\_\_\_ / \_\_\_\_\_ %

Minorities (if available) # \_\_\_\_\_ / \_\_\_\_\_ %

- b. Indicate the dollar amount and percent of funds directly benefiting low/moderate income persons.

\$ \_\_\_\_\_ / \_\_\_\_\_ %

Minorities (if available) # \_\_\_\_\_ / \_\_\_\_\_ %

- c. Provide the total number of direct beneficiaries of this project. \_\_\_\_\_

CDBG Final Report

d. Total number of direct beneficiaries (7.c.) who are:

1. Ethnicity:

(a) Hispanic or Latino # \_\_\_\_\_  
(b) Not Hispanic or Latino # \_\_\_\_\_

2. Race:

(a) American Indian or Alaskan Native # \_\_\_\_\_  
(b) Asian # \_\_\_\_\_  
(c) Black or African American # \_\_\_\_\_  
(d) Native Hawaiian or  
Other Pacific Islander # \_\_\_\_\_  
(e) White # \_\_\_\_\_  
(f) American Indian or  
Alaska Native and White # \_\_\_\_\_  
(g) Asian and White # \_\_\_\_\_  
(h) Black or African American  
And White # \_\_\_\_\_  
(i) American Indian or Alaska Native  
And Black or African American # \_\_\_\_\_

3. Gender:

(a) Male # \_\_\_\_\_  
(b) Female # \_\_\_\_\_  
(c) Female-Head of Household # \_\_\_\_\_

e. Complete and attach the Contract and Subcontract Activity Form (Exhibit 1-E).

☐

Attached

☐

Not Attached

5. Indicate the amount of CDBG money used in the following categories.

	Projected	Completed
Community Infrastructure	_____	_____
Housing Rehabilitation	_____	_____
Public Service Capital Outlay	_____	_____
Economic Development	_____	_____
Administration (Planning Technical Assistance)	_____	_____

**CDBG Final Report**

6. Include a detailed explanation of the impact of the project on the problems/conditions addressed. In addition, address, in detail, the project's impact on at least one of the three national objectives. Attach additional sheets if necessary.
7. Provide a detailed budget breakdown of expenditures to date on the attached Request for Payment/Financial Status Report Form (Exhibit 1-O).

☐

Attached

☐

Not Attached

**Certification**

Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT  
Request for Payment/Financial Status Report  
Exhibit 1-M**

Payment Request Number: \_\_\_\_\_

I. A. Grantee: \_\_\_\_\_  
 B. Bank Name: \_\_\_\_\_  
 Bank Address: \_\_\_\_\_  
 (Physical & Mailing): \_\_\_\_\_  
 C. Grantee Phone Number: \_\_\_\_\_  
 D. Account No.: \_\_\_\_\_  
 E. Routing No.: \_\_\_\_\_  
 F. Grant No.: \_\_\_\_\_

II. Payment Computation:

A. Grant Award	\$0.00
B. Funds Received to Date	\$0.00
C. Requested this Payment	\$0.00
D. Grant Balance	\$0.00

III. Report Period Ending \_\_\_\_\_

Budget Categories	Approved Budget			Expenditures This Request			Expenditures to Date		
	Grant Funds	Match Funds	Total Budget	Grant Funds	Match Funds	Total Expenditures	Grant Funds	Match Funds	Total Expenditures
Administration (Contractual)			\$0.00			\$0.00			\$0.00
Architect/Engineer			\$0.00			\$0.00			\$0.00
Other Professional			\$0.00			\$0.00			\$0.00
Inspection (Testing)			\$0.00			\$0.00			\$0.00
Property Acquisition			\$0.00			\$0.00			\$0.00
Property Rehabilitation			\$0.00			\$0.00			\$0.00
Construction			\$0.00			\$0.00			\$0.00
TOTALS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

IV. CERTIFICATION: Under penalty of law, I hereby certify that to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation attached for this payment request are true and correct copies of the originals.

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_

Print or Type Name \_\_\_\_\_

\* Both local level signatures must match depository/signature card.

\*\* Authorizing official is not authorized to sign Request for Payment/Financial Status Report.

(DFA Local Government Division Use Only)

Division Fiscal Officer \_\_\_\_\_ Date \_\_\_\_\_

Division Project Representative \_\_\_\_\_ Date \_\_\_\_\_





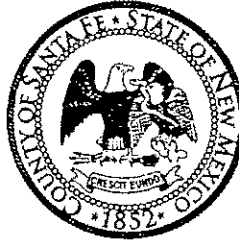




Henry P. Roybal  
Commissioner, District 1

Anna Hansen  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



Anna T. Hamilton  
Commissioner, District 4

Ed Moreno  
Commissioner, District 5

Katherine Miller  
County Manager

## MEMORANDUM

**DATE:** February 14, 2018

**TO:** Board of County Commissioners

**VIA:** Katherine Miller, County Manager  
Michael Kelley, Public Works Department Director MK 2/14/18

**FROM:** Mary Helen Follingstad, Chair, Water Policy Advisory Committee

**ITEM AND ISSUE:** BCC Meeting February 27, 2018

**Resolution No. 2018-\_\_\_, A Resolution Adopting the Water Policy Advisory Committee's Meeting Calendar and Calendar Year 2018 Work Plan (Mary Helen Follingstad, Chair, WPAC)**

---

### SUMMARY:

Water Policy Advisory Committee (WPAC) seeks approval of the 2018 meeting calendar and work plan developing and reviewing policies regarding 1) the County's water policies and direction on the Aamodt Settlement and the County-owned portion of the Pojoaque Basin regional water system; 2) encourage a dialogue between SFCo and CiSF to discuss regionalization; 3) revisit WPAC recommendations on revisions to the Sustainable Land Development Code (SLDC); 4) review the community systems that applied for assistance or acquisition by the county prior to adoption of Resolution 2012-58 and make a recommendation to the BCC on the future management of these systems; 5) review the Master Utility Plan report and participate in the development and review of the Rate Study developed as part of the Plan; 6) review and provide comments on the County's water holdings and commitments; 7) evaluate options for reclaimed water produced from the Quill waste water treatment plant; and 8) review and make recommendations on the Canada Ancha retention structure.

### BACKGROUND:

Resolution No. 2013-42, adopted by the BCC on April 30, 2013, created the WPAC. Paragraph 10 of the resolution says:

Within two months of the creation of the Committee and at the second BCC meeting in January of each year thereafter, the chair of the Committee shall present to the BCC for approval a draft work plan for the upcoming calendar year or portion thereof. The work plan shall include a list of tasks or topics to be addressed by the Committee over the year along with a delivery schedule of updates, reports, and other deliverables. The chair may from time to time amend this work plan with approval from the BCC. The BCC can amend

102 Grant Avenue • P.O. Box 276 • Santa Fe, New Mexico 87504-0276 • 505-986-6200 • FAX: 505-995-2740 www.santafecountynm.gov

this work plan at any time. The chair shall update the BCC in accordance with this work plan.

Paragraph 9 of the resolution outlines the various tasks that the WPAC may include in a work plan.

**DISCUSSION:**

The WPAC solicited feedback for possible 2018 tasks from both the BCC and from staff. The feedback received has been incorporated in the proposal presented. The attached work plan represents the Committee's best estimate of its capacity. As the year progresses, the Committee will gain a better understanding of its capacity and may seek to amend the work plan accordingly.

**REQUESTED ACTION:**

Approval of subject resolution.

Attachments:

Resolution NO. 2013-42

**THE BOARD OF COUNTY COMMISSIONERS OF  
SANTA FE COUNTY  
RESOLUTION NO. 2018 - \_\_\_\_\_**

---

**A RESOLUTION ADOPTING THE WATER POLICY ADVISORY  
COMMITTEE'S MEETING CALENDAR AND CALENDAR YEAR 2018  
WORK PLAN**

---

**WHEREAS**, on April 30, 2013, Board of County Commissioners (Board) approved Resolution 2013-42 creating the Water Policy Advisory Committee (WPAC); and

**WHEREAS**, Paragraph 10 of Resolution 2013-42 requires the WPAC present to the Board for approval a work plan each January for the upcoming calendar year; and

**WHEREAS**, the WPAC has developed a Calendar Year 2018 Work Plan attached to this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board as following:

1. The attached 2018 WPAC Meeting Calendar and Work Plan are hereby approved.
2. The Work Plan shall not be amended except as approved by the Board.

**PASSED, APPROVED, AND ADOPTED THIS** \_\_\_\_ **DAY OF** \_\_\_\_\_ **2018.**

**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

**ATTEST:**

\_\_\_\_\_  
Geraldine Salazar, Santa Fe County Clerk

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
R. Bruce Frederick, Santa Fe County Attorney

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

## **SANTA FE COUNTY WATER POLICY ADVISORY COMMITTEE CALENDAR YEAR 2018 WORK PLAN**

<u>Date</u>	<u>Activity</u>
February 13, 2018	Present WPAC 2018 work plan to BCC for approval.
<b>2018 Task 1:</b>	<b>Provide input and review of County water policy and direction on the Aamodt Settlement and the Pojoaque Basin Regional Water System implementation. This shall include:</b> <ul style="list-style-type: none"><li><b>a. Review the SLDC to develop incentives for residents to connect to the Regional Water System (RWS).</b></li><li><b>b. Encourage Santa Fe County to partner with other agencies e.g. New Mexico Acequia Commission, New Mexico Acequia Association, and Office of State Engineer to conduct outreach of the RWS.</b></li><li><b>c. Address the contradiction related to the water restriction in the SLDC of 0.25 afy per dwelling and the Aamodt Settlement of 0.50 afy.</b></li></ul>
<b>2018 Task 2:</b>	<b>Encourage a dialogue between SFCo and CiSF to discuss "Regionalization"</b>
<b>2018 Task 3</b>	<b>Revisit the WPAC recommendations on changes to the County's Sustainable Land Development Code (SLDC) relating to water resources, water systems, land use and drought management. This may include setbacks from acequias, water restrictions on accessory dwelling units, and other matters.</b>
<b>2018 Task 4</b>	<b>WPAC wishes to review the Community Systems that applied for assistance or acquisition by the County prior to adoption of Resolution 2012-58 (Chupadero, Canoncito, and Hyde Park Estates) and make a recommendation to the BCC on the future management of these systems.</b>
<u>Date</u>	<u>Activity</u>
July 26, 2018	WPAC will present a status report on the Aamodt Settlement and the County-owned portion of the Pojoaque Basin Regional Water System and provide recommendations as appropriate.
<b>2018 Task 5</b>	<b>Review the Master Utility Plan report and participate in the development and review of the Rate Study that is developed as part of the Master Utility Plan.</b>
<b>2018 Task 6</b>	<b>Review and provide recommendations on the County's water holdings and commitments including water rights, BDD</b>

capacity, Water Service Agreements, Water Delivery Agreements, etc..

**2018 Task 7**      **Evaluate options for reclaimed water produced from the Quill WWTP.**

**2018 Task 8**      **Review and make recommendations on the Canada Ancha retention structure.**

Date                      Activity

January 29, 2019      WPAC presentation of policy recommendations with a proposed resolution regarding the County's water and wastewater master plans and water allocation policies; present WPAC 2019 work plan to BCC for approval.

### **CALENDAR YEAR 2018 MEETING DATES**

<u>Date</u>	<u>Location</u>
Thursday, March 08, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, April 12, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, May 10, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, June 14, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, July 12, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, August 09, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, September 13, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, October 11, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, November 08, 2018	Projects Complex Conf. Rm., 901 W. Alameda
Thursday, December 13, 2018	Projects Complex Conf. Rm., 901 W. Alameda



THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

RESOLUTION NO. 2013- 42

---

A RESOLUTION ESTABLISHING A WATER POLICY ADVISORY COMMITTEE

---

**WHEREAS**, the Board of County Commissioners seeks to create and maintain a coherent water policy that encompasses the full spectrum of water use and meets, to the extent possible, the needs of all water users;

**WHEREAS**, the County's Sustainable Growth Management Plan identifies water as an important County matter and in particular lists seven key water issues and eight keys to sustainability that will require a full community effort to address or implement;

**WHEREAS**, the County has numerous existing water policy documents that require occasional updating and cross-referencing;

**WHEREAS**, Resolution 2011-88 requires that a water focus group be convened to discuss aquifer storage and recharge (ASR) when the County begins to address this issue;

**WHEREAS**, it is in the interest of all residents of Santa Fe County to address water issues in a regional manner, including utility water service, source of supply, irrigation, and water reuse;

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

1. A Water Policy Advisory Committee (the Committee) is hereby created for the express purpose of providing factual information to the BCC regarding water, wastewater, and water management within the County and regionally.
2. The Committee shall be comprised of 12 voting members appointed by the BCC.
3. Six members of the Committee will be appointed for an initial term of two years and six members shall be appointed for an initial term of three years. Thereafter Committee members shall serve terms of three years. In the event of a vacancy, the BCC shall appoint a member to serve out the remainder of the departing member's term, taking into consideration any recommendation from the Committee and Public Works staff to fill that vacancy. There shall be no limitation on the number of consecutive terms that a member may serve. Members may be removed by the BCC with or without cause.

4. Committee members shall annually elect a chair and a vice-chair by majority vote of the quorum.
5. The Committee shall meet as often as necessary to carry out its work, but no less than quarterly. The meetings of the Committee shall be held in the County Public Works facility and such other locations as may be conducive to visible and publicly accessible meetings. Meetings shall be held in accordance with all relevant County policies with regard to public notice, open meetings, and rules of order.
6. All matters coming before the Committee shall be resolved by majority vote of the quorum.
7. All Committee members shall reside within the exterior boundaries of Santa Fe County.
  - a. One committee member shall be from a mutual domestic water consumers' association;
  - b. One committee member shall be from a soil and water conservation district;
  - c. One committee member shall be a member of an acequia association;
  - d. One committee member shall be from the Estancia Basin Water Planning Committee;
  - e. One committee member shall be from the central water planning area;
  - f. One committee member shall be from the northern water planning area;
  - g. One committee member shall be the public member of the Buckman Direct Diversion Board;
  - h. The balance of the committee members shall be chosen by commissioners from their respective districts.

Membership should span a wide range of expertise and experience not limited to water. Expertise may be demonstrated by membership in an established community water group; by professional practice in the field of water, wastewater, hydrology, agriculture, or similar; or by other documented relevant professional or volunteer experience. Individuals with expertise in the water policies and practices of other governmental entities in the region are also qualified to serve on the Committee. Interested residents must submit a letter of interest and documented qualifications. In the event more than one individual seeks appointment to a position on the Committee, the Public Works Department will be asked to rank the competing applicants.

8. The County Manager shall appoint a member of the County Staff to serve as liaison to the Committee.
9. The scope of duties of the Committee shall include the following:
  - a. To make recommendations related to water policies in the County land development code, with focus on making recommendations in areas such as: land restoration practices and techniques that lead to water collection, restoration, and conservation; implementation of grey water and closed re-circulating systems; agricultural land



restoration; protection of waterways such as the Santa Cruz River, within existing water resource allocations; etc.

- b. To make recommendations related to County water and wastewater utility growth;
  - c. To assist the County in addressing proposed aquifer storage and recharge activities, design plans, and projects;
  - d. Explore the concept of an independent regional water authority or authorities, including interfacing with the City of Santa Fe, the City of Espanola, the Town of Edgewood, mutual domestic water consumer associations, and other regional water users regarding a regional water authority or authorities;
  - e. Recommend updates to the current 40-year Water Plan, the Conjunctive Management Plan, or other plans;
  - f. Such other water related topics and issues as directed by the BCC.
  - g. Identify and flag applications for appropriations that affect the County.
10. Within two months of the creation of the Committee and at the second BCC meeting in January of each year thereafter, the chair of the Committee shall present to the BCC for approval a draft work plan for the upcoming calendar year or portion thereof. The work plan shall include a list of tasks or topics to be addressed by the Committee over the year along with a delivery schedule of updates, reports, and other deliverables. The chair may from time to time amend this work plan with approval from the BCC. The BCC can amend this work plan at any time. The chair shall update the BCC in accordance with this work plan.
11. The Committee may be incorporated into other County standing committees or otherwise dissolved at any time.

**PASSED, APPROVED AND ADOPTED this 30<sup>th</sup> day of April, 2013.**  
**THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY**

By: Kathy Holian  
Kathy Holian, Chair

Attest: Geraldine Salazar  
Geraldine Salazar, Santa Fe County Clerk

4/30/13



8

54-31763 RECORDED 05/01/2013



BCC RESOLUTIONS  
PAGES: 4

Deputy Mirella Salazar County Clerk, Santa Fe, NM





### **III. Action Items**

#### **B. Resolutions**

- 3. Resolution No. 2018-\_\_, A Resolution  
Approving a Budget Increase to Hold  
Harmless Fund (205) to Budget Funds for  
Three Pueblo Right-of-Way Settlement  
Agreements/\$1,500,000.00 (Finance Division/  
Stephanie Schardin Clarke)**





