

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

Date: August 21, 2018

To: Board of County Commission

From: Tony Flores, Deputy County Manager

Via: Katherine Miller, County Manager

RE: Resolution No. 2018-___, A Resolution Adopted in Compliance with Section 3-18-5 NMSA 1978, Declaring the Property Located at 21 Fin Del Sendero a Menace to the Public Comfort, Health, Peace or Safety, Confirming that Santa Fe County Removed Dangerous Debris from 21 Fin Del Sendero, and Requesting that the County Manager Have This Resolution Served on the Property Owner and Thereafter File a Lien Against the Property in the Amount of the Cost of the Remediation.

Background and Summary

The private property (Property) at 21 Fin Del Sendero had four very large tire dumpsites which contained approximately 9,000 deteriorating tires that were embedded and exposed along the arroyo that runs perpendicular to the Property, off Camino La Tierra.

The State of New Mexico Environment Department (Department) is authorized to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations or solid waste authorities for the abatement of illegal dumpsites pursuant NMSA 1978 §§ 74-13-19 of the Recycling and Illegal Dumping Act (RAIDA). Grants are made on a reimbursement basis and are for expenses incurred for processing, transportation, or recycling of all recyclable materials and *scrap tires* and ... carrying out the provisions of the RAIDA.

Under the requirements of 3-18-5 NMSA 1978, the County could pay for the costs of removal of ... debris ... with the reasonable cost of the removal to constitute a lien against the ... parcel of land.

To address the removal of the dumpsites, Santa Fe County (County) applied for and received a Recycling and Illegal Dumping Grant (Grant) in the amount of \$135,000, to assist the County in abating the dumpsites on the Property.

As part of the process for the abatement, the County received authorization from the Department to utilize a Statewide Price Agreement (SPA) for the removal of the tire dumpsites. Although, when contacted about the project, the majority of the contractors did not want to submit a bid on the Project due to the fact the work was located on private property. Eventually the County was able to secure a bid from GM Emulsion and entered into a direct purchase order for the services.

On May 22, 2018, GM Emulsion completed the abatement of 9,300 tires from the Property and the County submitted its final reimbursement in the amount of \$134,709.70 to the Department on June 20, 2018.

As a result of the completion of the abatement, the attached Resolution is a requirement under the grant agreement and 3-18-5 NMSA 1978.

Recommendation

Staff is recommending approval of the Resolution.

Exhibits

A – Resolution No. 2018 - ____

B – §3-18-5 NMSA 1978

C – Grant Agreement #18 RAID-08

D – Aerial of Property

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

RESOLUTION NO. 2018- _____

**A RESOLUTION ADOPTED IN COMPLIANCE WITH 3-18-5 NMSA 1978,
DECLARING THE PROPERTY LOCATED AT 21 FIN DEL SENDERO A MENACE
TO THE PUBLIC COMFORT, HEALTH, PEACE OR SAFETY, CONFIRMING THAT
SANTA FE COUNTY REMOVED DANGEROUS DEBRIS FROM 21 FIN DEL
SENDERO, AND REQUESTING THAT THE COUNTY MANAGER HAVE THIS
RESOLUTION SERVED ON THE PROPERTY OWNER AND THEREAFTER FILE A
LIEN AGAINST THE PROPERTY IN THE AMOUNT OF THE COST OF THE
REMEDATION**

WHEREAS, real property located at 21 Fin del Sendero (the Property), more particularly described on the deed to said property which is attached hereto as Exhibit A, is located within the County; and

WHEREAS, the Property contained an estimated 9,000 deteriorating tires which were within an arroyo that runs perpendicular to Fin del Sendero, off of Camino La Tierra; and

WHEREAS, the tires were washing down the arroyo during rain events, constituted a fire hazard because they were exposed to the elements, and posed a hazard to the community because they are a breeding ground for mosquitos, rodents, and other wildlife; and

WHEREAS, Section 3-18-5 NMSA 1978, grants municipalities authority to declare a property a menace to the public comfort, health, peace or safety as a result of a building or structure on the property which is ruined, damages and dilapidated, or where the property is covered with ruins, rubbish, wreckage or debris, and require the removal from the property the nuisance; and

WHEREAS, the presence of the tires and junk vehicles (Dangerous Debris) on the Property qualified as dangerous rubbish, wreckage or debris which was a menace to the public comfort, health, peace or safety; and

WHEREAS, the Dangerous Debris had to be removed for the benefit of the public comfort health, peace and safety; and

WHEREAS, Section 3-18-5 NMSA 1978, requires that the County serve the Property Owner with a copy of this resolution and provide the Property Owner with ten days from the date of receipt of the resolution to commence removing the Dangerous Debris or file a written objection with the Santa Fe County Clerk asking for a hearing before the BCC at which time the BCC would determine if the resolution should be enforced or rescinded; and



WHEREAS, Section 3-18-5 NMSA 1978, further provides that the reasonable cost of the abatement paid for by the County shall constitute a lien against the lot or parcel of land from which it was removed and shall be foreclosed in the manner provided in Section 3-36-1 through 3-36-6 NMSA 1978; and

WHEREAS, as early as July 10, 2017, the County advised the Property Owner in writing that the Property required remediation to remove the Dangerous Debris and that if Santa Fe County expended funds on the remediation, the County would place a lien on the Property to secure reimbursement of the remediation costs; and

WHEREAS, the Property Owner was aware of the need for remediation and the requirement that the County file a lien in the amount of the cost of remediation; and

WHEREAS, on behalf of Santa Fe County, GM Emulsion LLC undertook the remediation, and coordinated the project with the Property Owner; and

WHEREAS, Santa Fe County paid GM Emulsions LLC \$134,709.69 for the remediation services.

NOW, THEREFORE, BE IT RESOLVED by the BCC as follows:

1. The BCC hereby declares that the Property, as a result of the Dangerous Debris that was located thereon, was a menace to the public comfort, health, peace or safety and the Dangerous Debris had to be removed;
2. Santa Fe County has already substantially complied with the process set forth in Section 3-18-5 NMSA 1978, by working with the Property Owner to complete the remediation in order to ensure that the Dangerous Debris on the Property was removed;
3. This Resolution shall be served on the Property Owner;
4. Unless the Property Owner requests a hearing within the ten days following service of this Resolution, the County, having already remediated the Dangerous Debris on the Property, and as authorized by Section 3-18-5 NMSA 1978, shall file a lien against some or all of the Property in the amount of \$134,709.69, the full amount expended by Santa Fe County in abating the Dangerous Debris.

PASSED, APPROVED, AND ADOPTED this 28th day of August, 2018.

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

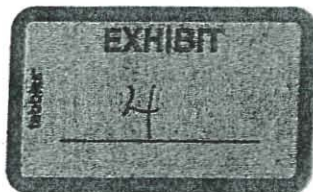
By: _____
Anna Hansen, Chair

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:


R. Bruce Frederick, County Attorney



224,644
STATE OF NEW MEXICO
COUNTY OF SANTA FE

RECORDED IN THE 17th DAY OF SEP 1957
12:44 PM
138
COUNTY CLERK
J. H. HALE
DEPUTY

WARRANTY DEED
(In Joint Tenancy)

OCCUPY
DRING
G
Subject
Property

ELIZABETH GOSSON, an unmarried woman, for consideration paid, grants unto JAMES T. JACKSON and FRANCES JACKSON, his wife, as joint tenants, with right of survivorship, and not as tenants in common, the following described real estate in Santa Fe County, New Mexico, to wit:



That part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 8, Township 17 North, Range 9 East, N.M.P.M., as is described as follows: Beginning at the common corner of Sections 8, 9, 16 and 17, Township 17 North, Range 9 East, N.M.P.M., thence North 420.7 feet to the point of beginning, which said point of beginning is marked by a $\frac{1}{2}$ inch iron pipe, thence South 78° 28' West 282.2 feet to a point in center of arroyo, thence North 62° 32' West 228.7 feet to a point in center of arroyo, thence South 73° 33' West 196.0 feet to a point in center of arroyo, thence North 370.9 feet to a point marked by a $\frac{1}{2}$ inch iron pipe, thence East 665.5 feet to a point marked by a $\frac{1}{2}$ inch iron pipe, thence South, along said section line 364.75 feet to the point and place of beginning. All as shown by survey of James C. Harvey dated August 16, 1957, for James T. Jackson, No. 1823, Containing 5.674 Acres more or less.

Also a tract of land fifteen (15) feet wide lying directly west of the section line lying and being between Sections 8 and 9, Township 17 North, Range 9 East, N.M.P.M., and being bounded on the south by the south section line of said Section 8, and being bounded on the north by center of arroyo as shown on that certain plat of survey of James C. Harvey dated August 16, 1957, for James T. Jackson, No. 1823; said tract to be used solely for right-of-way purposes, and to become and be an easement unto grantees, their heirs and assigns, and to run with said land.

With Warranty Covenants.

WITNESS my hand and seal this 4 day of September, 1957.

Elizabeth Gosson (SEAL)
ELIZABETH GOSSON

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.

10. Utility Reasoning:

3-18-5. Dangerous buildings or debris; removal; notice; right of municipality to remove; lien.

A. Whenever any building or structure is ruined, damaged and dilapidated, or any premise is covered with ruins, rubbish, wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premise is a menace to the public comfort, health, peace or safety and require the removal from the municipality of the building, structure, ruins, rubbish, wreckage or debris.

B. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premise. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premise cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premise and a copy of the resolution shall be published one time.

C. Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premise shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the municipal clerk asking for a hearing before the governing body of the municipality.

D. If a written objection is filed as required in this section, the governing body shall:

- (1) fix a date for a hearing on its resolution and the objection;
- (2) consider all evidence for and against the removal resolution at the hearing; and
- (3) determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by:

- (1) giving notice of appeal to the governing body within five days after the determination made by the governing body; and
- (2) filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

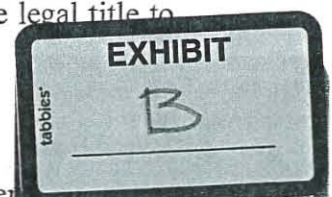
F. If the owner, occupant or agent in charge of the building, structure or premise fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:

(1) within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or

(2) within five days of the determination by the governing body that the resolution shall be enforced; or

(3) after the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in Sections 3-36-1 through 3-36-6 NMSA 1978.

G. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.



H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.

History: 1953 Comp., § 14-17-4, enacted by Laws 1965, ch. 300; 1967, ch. 123, § 1; 1977, ch. 126, § 1.

NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU

RECEIVED

JAN 16 2018

PROJECT # 18 RAID-08
RECYCLING AND ILLEGAL DUMPING FUND GRANT AGREEMENT

SOLID WASTE BUREAU

THIS GRANT AGREEMENT ("Agreement") is made and entered into by the New Mexico Environment Department ("NMED") and Santa Fe County ("GRANTEE") (collectively, "the parties").

WHEREAS, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1 to -20, ("RAIDA") which establishes the Recycling and Illegal Dumping Fund, NMSA 1978, Section 74-13-19; and

WHEREAS, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorizes NMED to make grants to counties, municipalities, Indian nations, pueblos, tribes, land grant communities, cooperative associations, or solid waste authorities for the abatement of illegal dumpsites, for processing, transportation or recycling of all recyclable materials and scrap tires, for providing funds to public landfills in New Mexico to offset the cost of collecting or recycling of tires and for carrying out the provisions of the Recycling and Illegal Dumping Act; and

WHEREAS, the GRANTEE is a county established under NMSA 1978, §§ 4-1-1 to -62-10; and

WHEREAS, the GRANTEE is eligible, pursuant to the RAIDA, Section 74-13-17, and the Recycling, Illegal Dumping and Scrap Tire Management Regulations, 20.9.20 NMAC for said grant funds for the purpose of obtaining reimbursement funds for eligible projects; and

WHEREAS, NMED is empowered, pursuant to NMSA 1978, Section 74-1-6, to enter into this agreement;

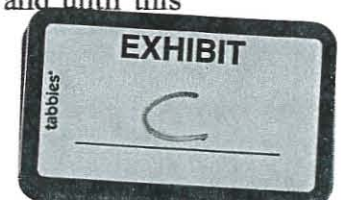
NOW THEREFORE, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to Sections 74-13-17 and 74-13-19 of the RAIDA, NMED grants funds in the amount of up to **ONE HUNDRED THIRTY-FIVE THOUSAND Dollars (\$135,000)**, including Gross Receipts Tax, to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A) ("Project"). Such grant funds shall be provided to the GRANTEE as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERM OF AGREEMENT

This grant agreement shall become effective upon the signatory execution by the Secretary of Environment and shall expire on **JUNE 30, 2018**, if not earlier terminated as provided in Article 17 of this Agreement. No funds shall be expended nor work undertaken unless and until this Agreement is executed by the Secretary of Environment.



If the Project cannot be completed within the term of this Agreement, the GRANTEE shall notify NMED in writing at least sixty (60) days prior to the expiration date of the term. The notification shall include an explanation of and reason for the inability for the GRANTEE to meet the term deadline, and a proposed amended term date. NMED shall, at its sole discretion, determine whether to amend this Agreement to extend its term.

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

- A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. GRANTEE shall provide a written assurance signed by signatory authority that the GRANTEE has proper title, easements, leases, and right-of-ways to the property upon which any facility associated with the grant funding is to be constructed or improved.
- C. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after execution of this Agreement by the Secretary of Environment and after a purchase order from NMED has been received by the GRANTEE.

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the Project may exceed **\$135,000** and, in such event, the GRANTEE shall contribute the difference between the total cost of the Project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5 of this grant agreement.

ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit A, the Budget, attached as Exhibit B, the Work Plan and Schedule, attached as Exhibit C, and the Work / Reimbursement Schedule, attached as Exhibit E.

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) an amendment of the Agreement, if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarters shall end on March 31, June 30, September 30 and December 31. Quarterly reports shall:

- 1. be submitted within two weeks from the end of a quarter;
- 2. be provided in narrative form and adequately summarize the quarter's Project activities;

3. summarize the Project's progress, status, and milestones;
4. include revised work plans or timelines as necessary;
5. include a description of any issues that may hinder timely completion of the project and proposed solutions;
6. include a discussion of future Project activities;
7. include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents; and
8. include all reimbursement requests and written support documentation for purchases of services, goods and/or equipment received in each quarter.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this Agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of any pre-existing agreements or executed contracts that the GRANTEE proposes for use during the Project shall be submitted to NMED for review approval prior to any performance or expenditure, if deemed necessary by NMED. If NMED determines that any such contract or agreement is invalid, this Agreement may be terminated by NMED upon written notification.

B. All purchases made using grant funds shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199. The Grantee shall submit confirmation of Procurement Code compliance with all reimbursement requests. If funds are to be used for the purchase of equipment, services, construction supplies, or other approved items of tangible personal property for the purposes of completion of the Agreement, quotes must be obtained in accordance with New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. Quotes must be submitted to NMED for approval prior to purchase and must be valid at the time of purchase. As allowed under NMSA 1978, Section 13-1-98(K), municipalities that have adopted a home rule charter and having enacted their own purchasing ordinances may follow the municipality purchasing ordinance. A copy of Grantee's municipal purchasing ordinance shall be provided to NMED upon signature of the Grant Agreement. In the event that the Grantee's municipal purchasing ordinance does not contain specific quote or bidding procedures or source selection for procurement, the New Mexico Procurement Code shall prevail. As allowed under Section 13-1-98(GG) of the Procurement Code, Indian nations, tribes or pueblos may follow their procurement policy, should they have one. If Indian nations, tribes or pueblos do not have their own procurement policy, they must comply with New Mexico Procurement Code, NMSA 1978, §§ 13-1-1 to -199 for all purchase made using grant funds. Failure to follow applicable procurement regulations will result in non-payment of the amount in question.

C. The GRANTEE is permitted to make cumulative transfers among budget categories to meet unanticipated requirements that do not exceed or are not expected to exceed ten percent of the total approved budget.

D. Request for Proposals ("RFP") for professional services and/or other services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the RFP or RFQ, if applicable, to NMED for review and approval prior to selecting professional services.

E. Invitations to Bids ("ITB") for items of tangible personal property, construction, or services shall comply with the New Mexico Procurement Code, unless home rule charter purchasing ordinances apply. The GRANTEE shall submit documentation regarding the selection process used or that will be used and a copy of the ITB, if applicable, to NMED for review and approval prior to selection.

F. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda or change orders to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared and stamped by a registered New Mexico Professional Engineer.

G. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED's decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

H. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same state fiscal quarter as the costs are incurred (the state fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED within the first week of July, or as instructed by the grant administrator.

I. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for the Project.

J. The Project will not be considered complete until the work as defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the Project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the Project. Approval by NMED does not relieve the GRANTEE of any legal obligations or responsibilities, including obligations and responsibilities under the RAIDA.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

NMED shall have the right to inspect and audit all quote sheets, bids, proposals and contracts for compliance before any services, work or goods are received. NMED's approval to proceed with procurement does not release the GRANTEE from their responsibility for compliance with all procurement rules and regulations.

ARTICLE 8 OPERATIONS AND MAINTENANCE

The GRANTEE shall perform all operation and maintenance of the Project.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this Agreement is authorized prior to execution of this Agreement by the Secretary of Environment and the acquisition of a State Purchase Order by NMED.

B. For satisfactory performance of all work and services required under the terms of this Agreement, NMED shall reimburse the GRANTEE for actual costs and Gross Receipts Tax incurred, up to the limit set forth in Article 1. NMED shall reimburse the GRANTEE when NMED determines, in its sole discretion, that expenditures have been properly documented. Copies of all applicable vouchers paid shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be prepared by the GRANTEE in the manner required by NMED, and submitted using forms provided by NMED, and shall be accompanied by the appropriate supporting documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B). Failure to provide timely, accurate periodic requests for reimbursement may result in the forfeiture of grant funds or significant delay in payment. Payment will not be authorized for any reimbursement request submitted after the date specified in ARTICLE 6(G) of this grant agreement.

C. Interim payments will be made as the work progresses for properly prepared reimbursement requests. The GRANTEE shall prepare and certify requests for reimbursement for interim payments in the quarter that the services, goods or equipment was completed and received. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the chief financial officer and certified procurement officer as designated in Article 21, except for Indian nations, tribes, and pueblos who must have all reimbursement requests signed by only the chief financial officer. In the event that chief financial officer or certified procurement officer is no longer employed by the GRANTEE, the persons occupying those positions shall sign reimbursement requests. By signing the reimbursement request, the GRANTEE acknowledges that any procurement not compliant with applicable procurement regulations will result in non-payment of the amount in question, that expenditures have been made in accordance with the grant agreement, and that payment from NMED has not been received at the time the request is submitted. Failure to obtain appropriate signatures will result in non-payment of the amount in question. All reimbursement requests shall be prepared and submitted using the NMED-approved format and include copies of checks and invoices.

D. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

E. When multiple funding sources are used to complete the Project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

F. Any grant funds which remain unexpended after all conditions of this Agreement have been satisfied will revert to the Recycling and Illegal Dumping Grant Fund.

G. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

H. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the Project is at least ninety percent 90% complete. This amount may be withheld by NMED pending final Project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the Project by NMED. Final Project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The Project will not be considered complete until the work defined in this Agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

I. Upon project completion, final payment shall not be made by NMED until after a final inspection has been conducted by Solid Waste Bureau staff. If the GRANTEE has contracted or subcontracted with others, the GRANTEE shall provide the following items for review and approval by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority;
2. A written affirmation or certification letter than includes the following:
 - a) A brief narrative stating that the GRANTEE has confirmed that all Project work has been satisfactorily completed and that all contractors and subcontractors have fulfilled all of the obligations required under the contract documents with the GRANTEE regarding the date of successful completion of the Project;
 - b) For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification by the GRANTEE that describes how the Labor Standards Contract Provisions have been met;
3. A complete and legally effective release or waivers (satisfactory to the GRANTEE) of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under;
4. A written consent of the surety, if any, to final payment; and
5. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.

J. Upon project completion, final payment shall not be made by NMED until after a final report has been submitted to NMED. At a minimum, the final report shall include the following:

1. A narrative description of the Project including photographs of any equipment or construction (pictures of before and after and progress during construction, and photographs of the project at completion);
2. A list of all major equipment (e.g., loaders, 40-yard cubic bins, waste compactors, tractor trailers) and the cost of such equipment purchased under the terms of this Agreement;
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this Agreement;
4. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this Agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses (including grant application preparation), costs of GRANTEE employees not directly employed at the solid waste facility, late fees, interest or penalties, and, in accordance with Article 23, any Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the Project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this Agreement. The Project site and GRANTEE facilities that are in any part the subject of this Agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the Agreement term and for a period of six (6) years from date of final payment. If, upon expiration or termination of this Agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this Agreement until such questions are resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts let by the GRANTEE and costs that are to be claimed for reimbursement.

ARTICLE 13 CERTIFICATION

By signing this Agreement, the GRANTEE gives assurance and certifies that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement;
- B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this Agreement.
- C. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed Agreement.
- D. The GRANTEE will provide or appropriately obtain all necessary qualified personnel, material, and facilities to implement the Project described in this Agreement.
- E. The GRANTEE will only use subcontractors if approved by NMED for the completion of the scope of work as specified in Exhibits A and B herein.

F. The GRANTEE will comply with federal, State and local statutes, regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this Project.

G. When real property, easement, or other right to use real property is acquired by the GRANTEE, either through purchase or donation, as a part of this Project and within the Agreement term, the GRANTEE will submit documentation of title pertaining to such property, easement, or rights-of-way to NMED.

H. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project under this Agreement. The GRANTEE will incorporate a provision prohibiting such interest pursuant to the purposes of this certification in all related contracts or subcontracts.

I. Assistance from the State of New Mexico will be acknowledged on all Project signs that acknowledge Project funding sources. The Project signs will include the name of the Project, the name of the GRANTEE, total cost of the Project and a listing of the financial participation by dollar amount from all sources.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE agrees to take affirmative action to ensure that the Project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to Project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract related to this Agreement.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this Agreement. If GRANTEE is not in compliance with these requirements during the life of this Agreement, GRANTEE agrees to take appropriate steps to correct any such deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive Agreement between the GRANTEE and NMED with respect to the Project. This Agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this Agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this Agreement if at any time in the judgment of NMED the terms of the Agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This Agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, or for missing two consecutive quarterly report deadlines as mutually agreed upon in work plan dates, proper procurement has not been followed or any other reasons as determined by NMED.

The above-mentioned time frames include, but are not limited to, those specified in Exhibit E (Work / Reimbursement Schedule).

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the Agreement.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

ARTICLE 18 APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMED to the GRANTEE. NMED's decision as to whether sufficient appropriations are available shall be accepted by the GRANTEE and shall be final. If NMED proposes an amendment to this Agreement to unilaterally reduce funding, the GRANTEE shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE 19 LIABILITY

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property by its own agents or employees in the performance of this Agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30, and any amendments thereto.

ARTICLE 20 NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

NMED REPRESENTATIVE(s)

Name: Joan M. Snider
Acting Outreach Section Manager

Phone: (505) 827-2780
E-mail address: JoanM.Snider@state.nm.us

Address: 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502-5469

NMED SIGNATORY AUTHORITY(s)

Name: Butch Tongate, Cabinet Secretary

Phone: (505) 827-2885

Address: Attn: Joan M. Snider, 1190 Saint Francis Dr. # N2150, PO Box 5469, Santa Fe, New Mexico 87502

ARTICLE 21 GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s). The Signatory Authority must be a mayor; city or county manager; chairman of a county commission; director of a solid waste authority; governor of a pueblo, tribe or nation; or chairman or executive director of a cooperative association. The Chief Financial Officer ~~must be the senior manager~~ responsible for overseeing all financial activities for the GRANTEE.

GRANTEE REPRESENTATIVE(s)

Name: Tony Flores Phone: 505-986-6216

Title: Deputy County Manager

E-mail address: tflores@santafecountynm.gov

Address: PO Box 276, Santa Fe, NM 87501

GRANTEE SIGNATORY AUTHORITY(s)

Name: Katherine Miller Phone: 505-986-6200

Title: County Manager

E-mail address: kmiller@santafecountynm.gov

Address: PO Box 276, Santa Fe, NM 87501

GRANTEE CHIEF FINANCIAL OFFICER

Name: Stephanie S. Clarke Phone: 505-995-2780
E-mail address: ssclarke@santafecountynm.gov
Address: PO Box 276, Santa Fe, NM 87501

GRANTEE CERTIFIED PROCUREMENT OFFICER*

Name: Bill Taylor Phone: 505-986-6373
E-mail address: wtaylor@santafecountynm.gov
Address: PO Box 276, Santa Fe, NM 87501

ARTICLE 22 NOTICE

The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 23 SPECIAL TERMS AND CONDITIONS

None.

SIGNATURES

GRANTEE SIGNATORY AUTHORITY:

Katherine Milla
Name

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 1-3-18

Santa Fe County Manager
Title

1.5.2018
Date

GRANTEE Chief Finance Officer:

[Signature] Stephanie S Clarke
Name

Finance Director
Chief Finance Officer, Title

1/4/18
Date

NMED:

[Signature]
Butch Tongate, Cabinet Secretary

1/23/18
Date

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-08**

NAME OF GRANTEE: SANTA FE COUNTY

FOR: Abatement of one illegal dumpsite

The New Mexico Environment Department shall use Recycling and Illegal Dumping Funds to reimburse Santa Fe County for hauling costs and tipping fees incurred to abate an illegal scrap tire dumpsite located Off Fin del Sendero, 500 yards northwest of the intersection of Sections 8, 9, 16, and 17/T17N, R 9E, in Santa Fe County.

Reimbursable grant expenses include: Removal, hauling and tipping fees associated with the illegal dump site abatement.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-08**

NAME OF GRANTEE: SANTA FE COUNTY
FOR: Abatement of one illegal dumpsite

CLASSIFICATION	NMED FUNDS	OTHER SOURCES	TOTAL
Abatement Cost	135,000		135,000
Professional Services			
Construction Cost			
Administrative Cost			
Equipment			
Other Costs			
Contingency			
TOTAL:	\$135,000		\$135,000

Specify Other Costs Noted Above	
Identify Sources of Other Funds or Services Including In-Kind Match	In-kind Services Matching Funds Total 0.00

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-08**

NAME OF GRANTEE: SANTA FE COUNTY
FOR: Abatement of one illegal dumpsite

	YEAR 2017												YEAR 2018											
TASK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Quarterly reports due															X			X						
Submit procurement documentation (quotations, RFPs, IFBs) to NMED for approval													X											
Issue IFB													X											
Award IFB / Issue Notice to Proceed															X									
Project Duration (90 calendar days)																	X							
Project Close-out																		X						
Submit project completion survey, photographs, and final reimbursement request.																		X						

**EXHIBIT D
MECHANISMS FOR NON-RECURRENCE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-08**

NAME OF GRANTEE: SANTA FE COUNTY
FOR: Abatement of one illegal dumpsite

Instructions: Please explain what has been done and/or what will be done to ensure the long term success of this project. Attach any ordinances, resolutions or plans that have been formally adopted by your entity.

1. Outline specific goals or targets of your community/entity in regards to recycling, waste diversion, illegal dumping prevention and abatement, or scrap tire management (whether these goals have been formally adopted or not). Describe how your community/entity plans to achieve those goals.

Santa Fe County through its Sustainable Land Development code prohibits such activities as illegal dumping or the stock-piling of tires. This is Santa Fe County's first event to assist private property owners with conditions on their property.

2. For dumpsites, explain what will be done to prevent them from continuing to be used as dumpsites.

Once the subject property is abated of the illegal tire dumpsite, the project will not pose a health and safety risk for the surrounding properties. Santa Fe County through its Sustainable Land Development Code prohibits such activities therefore the issue with the subject project cannot be utilized in the manner it has been since the early 1930's.

3. For other projects, explain the funding strategy, educational outreach activities, staffing, etc. Do existing fees cover solid waste and recycling program costs? Are there plans to begin charging fees to cover solid waste and recycling program costs?

4. For recycling projects: How has the applicant developed a recycling program budget that ensures all program costs are included (education/outreach, collection services, transportation, equipment, staffing, etc.) so that the program is viable and successful into the future?

5. For tire projects, discuss how your entity ensures the sustainability of the tire management program (ex. tire recycling/disposal fees, ensuring that those monies are used for the tire management program)

EXHIBIT E
WORK / REIMBURSEMENT REQUEST SCHEDULE

NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND – GRANT #18 RAID-08

NAME OF GRANTEE: SANTA FE COUNTY

FOR: Abatement of one illegal dumpsite

3 MONTH REPORTING PERIOD	1st THREE MONTH PERIOD	2nd THREE MONTH PERIOD	3rd THREE MONTH PERIOD	4th THREE MONTH PERIOD
TASKS EXPECTED TO BE COMPLETED DURING PERIOD	<p>*Prepare Invitation for Bid documents for review by NMED</p> <p>*Issue Invitation for Bid Award Service Agreement and Issue Notice to Proceed</p>	<p>*Project Duration is 90 Calendar Days from Notice to Proceed (estimated to have project completed on or before May 31, 2018</p> <p>*Project Closeout *Submission of Final Report and Reimbursement Request</p>		
EXPECTED STATUS OF TASKS PROPOSED TO BE IN PROGRESS DURING PERIOD (list all applicable)				
AMOUNT OF FUNDS ESTIMATED TO BE EXPENDED DURING PERIOD		135,000		

SEAL COUNTY Fire Removal

UNIT: 10000000
DEPT: 10000000
NO. 10000000

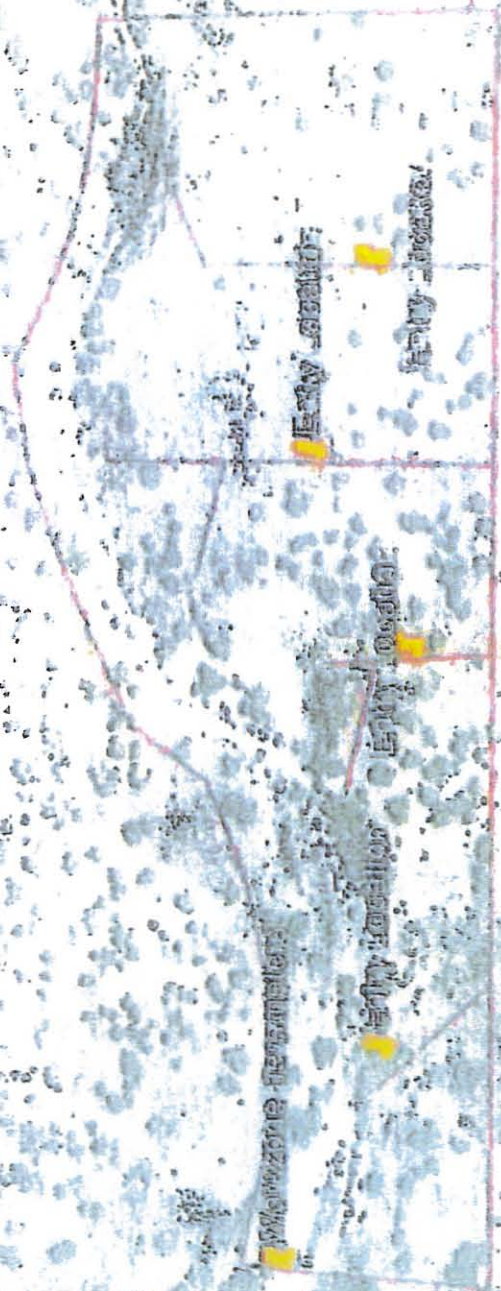


EXHIBIT
D

