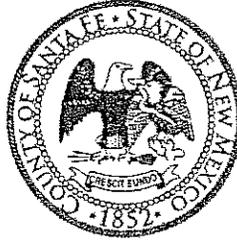


Henry P. Roybal  
Commissioner, District 1

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: January 10, 2017

TO: Board of County Commissioners

FROM: Don Moya, Interim Finance Director 

VIA: Katherine Miller, County Manager 

RE: Resolution No. 2017-\_\_\_, Requesting an Increase to the Project Funding Allocation for Antonio Lane, And Requesting a Budget Increase in the State Special Appropriation Fund (318) to Budget a Grant Received for the Project. / \$50,000 (Finance Division / Don Moya)

**SUMMARY:**

The purpose of this request is to increase the project funding allocation for a project that Santa Fe County has received a grant and to budget that grant in the State Special Appropriation Fund (318).

**BACKGROUND:**

Santa Fe County Received Grant 15-0552-STB in the 2015 Legislative Session to plan, design and construct sewer line extensions through Antonio Lane from Agua Fria Road to Rufina Street in the Agua Fria area of Santa Fe County in the amount of \$50,000. This grant funding is new funding that did not exist when the project allocations were set in February 2015.

**ACTION REQUESTED:**

Approve an increase to the project allocation for Antonio Lane as noted above and approve a budget increase to the Special Appropriation Fund (318) to budget the grant received for the project.

**SANTA FE COUNTY**  
**RESOLUTION 2017 - \_\_\_\_\_**

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

Whereas, the Board of County Commissioners meeting in regular session on January 31, 2017, did request the following budget adjustment:

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

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

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	1459	371	1400	Grant / State / NM Environment Department	\$50,000	
<b>TOTAL (if SUBTOTAL, check here)</b>					\$50,000	

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

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
318	1459	482	8010	Antonio Lane Capital Purchases / Roadways (Bridge/Culvert)	\$50,000	
<b>TOTAL (if SUBTOTAL, check here)</b>					\$50,000	

Requesting Department Approval: Don Mason Title: Interim Finance Director Date: 1-13-17  
 Finance Department Approval: Don Mason Date: 1-13-17 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2017 - \_\_\_\_\_

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Don Moya

Dept/Div: CMO/Finance

Phone No.: 995-2780

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

- 1) Please summarize the request and its purpose.

This request is to increase the budget to the State Special Appropriation Fund (318) for the Antonio Lane project which Santa Fe County has received a grant.

Antonio Lane (Agua Fria Road to Rufina Street) Grant #15-0552-STB \$50,000

a) Employee Actions

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

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

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount
8010	To plan, design and construct sewer line extensions through Antonio Lane from Agua Fria Rd to Rufina Street	\$50,000

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

**SANTA FE COUNTY**  
**RESOLUTION 2017 - \_\_\_\_\_**

*ATTACH ADDITIONAL SHEETS IF NECESSARY.*

DEPARTMENT CONTACT:

Name: Don Moya Dept/Div: CMO/Finance Phone No.: 995-2750

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

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
  - a) If this is a state special appropriation, YES X NO \_\_\_\_\_  
If YES, cite statute and attach a copy.

Laws of 2015, Chapter 3, Section 20 Paragraph 65, fifty thousand dollars (\$50,000), to plan, design and construct sewer line extensions through Antonio Lane from Agua Fria Road to Rufina Street in the Agua Fria area of Santa Fe County. The Grantee's total reimbursements shall not exceed the appropriation amount of fifty thousand dollars (\$50,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, zero (\$0), which equals fifty thousand dollars (\$50,000) (the "Adjusted Appropriation Amount").

- 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.
- Antonio Lane Fund 89200 Capital Appropriation Project 15-0552-STB / \$50,000 / Appropriation Reversion Date 6/60/2019
- c) Is this request is a result of Commission action? YES X NO \_\_\_\_\_  
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
- d) Please identify other funding sources used to match this request.

**SANTA FE COUNTY**  
**RESOLUTION 2017 - \_\_\_\_\_**

**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 \_\_\_\_\_, 2017.

Santa Fe Board of County Commissioners

\_\_\_\_\_  
Henry P. Roybal, Chairperson

**ATTEST:**

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



STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
15-0552-STB

THIS AGREEMENT is made and entered into as of this 18<sup>th</sup> day of October, 2015, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and Santa Fe County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2015, Chapter 3, the Legislature reauthorized an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

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

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

**15-0552 (\$50,000) APPROPRIATION REVERSION DATE: June 30, 2019**  
Laws of 2015, Chapter 3, Section 20, Paragraph 65, fifty thousand dollars (\$50,000), to plan, design and construct sewer line extensions through Antonio lane from Agua Fria road to Rufina street in the Agua Fria area of Santa Fe county

The Grantee's total reimbursements shall not exceed the appropriation amount fifty thousand dollars (\$50,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, zero (\$0), which equals fifty thousand dollars (\$50,000) (the "Adjusted Appropriation Amount").

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

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

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

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

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

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

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

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

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

Grantee: Santa Fe County  
Name: Carole Jaramillo  
Title: Finance Director  
Address: PO Box 276, Santa Fe, NM 87504  
Email: cjaramillo@santafecountynm.gov  
Telephone: 505-995-2780  
FAX: 505-983-2487

Grantee: Santa Fe County  
Name: Erik Aaboe  
Title: Business Finance Manager  
Address: PO Box 276, Santa Fe, NM 87504  
Email: eaaboe@santafecountynm.gov  
Telephone: 505-986-6209  
FAX: 505-992-9869

Department: NMED  
Name: Valerie Trujillo  
Title: Project Administrator  
Address: Construction Programs Bureau  
Harold Runnels Bldg, Room S-2072  
PO Box 5469  
Santa Fe, NM 87502  
Email: valerie.trujillo@state.nm.us  
Telephone: (505) 827-2958  
FAX: (505) 827-2837

Department: NMED  
Name: Andrea Telmo  
Title: Project Manager  
Address: Construction Programs Bureau  
121 Tijeras Ave., NE, Suite 1000  
Albuquerque, NM 87102  
Email: andrea.telmo@state.nm.us  
Telephone: (505) 222-9512  
FAX: (505) 222-9510

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2019** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

**ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-

appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

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

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

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

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

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

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

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

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

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

## ARTICLE VII. AMENDMENT

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

## ARTICLE VIII. REPORTS

### A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

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

### B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

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

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

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

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

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

**B. Deadlines**

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

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

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and

until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any

activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation reauthorization in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if

feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

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

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

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

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

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

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

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

The Grantee acknowledges and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made

available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

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

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

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

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the Santa Fe County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Santa Fe County’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

### ARTICLE XVIII. SEVERANCE TAX BOND CLAUSES

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Katherine Miller  
Signature of Official with Authority to Bind Grantee

By: Katherine Miller  
(Type or Print Name)

Its: County Manager  
(Type or Print Title)

8-25-16  
Date

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 8-22-16  
See me for case # 16-1220

NEW MEXICO ENVIRONMENT DEPARTMENT

Butch Jorgate  
By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

10/18/16  
Date

<input type="checkbox"/>	Amendment
No.	_____
Date	_____

ATTACHMENT A  
 NEW MEXICO ENVIRONMENT DEPARTMENT  
 CONSTRUCTION PROGRAMS BUREAU  
PROJECT DESCRIPTION

NAME OF GRANTEE: Santa Fe County

PROJECT NO: 15-0552-STB

The GRANTEE agrees to accomplish the project as described below:

The funding provided for this project will be used toward the planning, design, and construction of sewerage improvements on Antonio Lane between Agua Fria Road and Rufina Street in the Agua Fria area of Santa Fe County. These improvements may include sanitary gravity sewer, sanitary sewer lift station, low pressure force main and sewer grinder pumps or a combination of elements. The project will commence with work to investigate conditions, develop potential solutions and a phasing plan for design and construction. Grant dollars will be utilized on some or all of the following items that may be required to accomplish this goal. These items include: right of way or easement identification and acquisition, topographic and property surveys, public interviewing and meetings, route planning, project scoping and alternative analysis, engineering design/bidding, construction, and construction administration. Designs developed will include specifications for connections to the sewer improvements and requirements for owner-funded connections. This list is not intended to be inclusive of all elements required for planning, design and construction of the improvements noted above. The grant dollars provided will likely accomplish some but not all of the items listed above.

x   
 Official Representative

x  9/15/16  
 NMED Project Manager Approval

ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS  
TO  
STATE OF NEW MEXICO  
CAPITAL APPROPRIATION FUND AGREEMENT

**ARTICLE 1 REVIEW**

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau (CPB) prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form and must be approved by the CPB project manager.
- B. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate approval. CPB reserves the right to deny reimbursement under any contract not properly procured or otherwise ineligible under the grant terms.
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval prior to executing the agreement/contract or using Grantee's staff. Unless a waiver has been received, the required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html). Any waiver of the required engineering contract form must be in writing from CPB. NMED CPB requires that one copy of the executed contracts be supplied to them. The contract is between the grantee and their engineer. The State of New Mexico will not be a party to the contract.
- E. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant should meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for

review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.

- F. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver in writing of the report requirement has been received from CPB.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, and specifications for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval before the project is advertised for construction bids. Any addenda prepared after the project has been advertised for bids must be submitted to NMED for review and approval.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- I. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- J. At the pre-construction conference, the selected contractor will submit a construction schedule to the Grantee and, if requested, to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.

- K. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- L. The Grantee will provide an Engineer's Construction Status Report (ECSR) using a template provided by NMED with each disbursement request that includes construction costs. The Engineer's Construction Status Report will include a description of the work completed during the same time period covered by the contractor's pay application and must be signed by a professional engineer and the Grantee's representative designated to oversee the project. Construction reimbursements cannot be paid without the NMED approved ECSR.
- M. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- N. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- O. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law. NMED may request an opportunity to review and comment on the ordinance to ensure compliance with this requirement.

## ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

### ARTICLE 3   CLOSEOUT

- A. 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 the Grantee's project engineer.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
  - vi. Letter from the owner certifying receipt and acceptance of the record drawings;
  - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with

the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. 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 can be processed by NMED.

#### ARTICLE 4 PROPERTY ACQUISITION

- A. With the exception of easements (See Article 1.H above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED prior to the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
DATABASE PERIODIC REPORT  
EXHIBIT I**

The Capital Projects Monitoring Systems (CPMS) can be found at: <http://cpms.dfa.state.nm.us>. Below are screenshots from the website on required fields for Local Entities. Please contact your program manager for Login and Password information.

Local Data	
ICIP Project #	
ICIP Priority	
Expended Amount (Local Entity)	\$0
Current Balance (Local Entity)	\$0
Project Status (Local Entity)	
Project Phase (Local Entity)	
Goal/Milestone achieved last quarter	
Goal/Milestone for next quarter	
Valid Contracts in Place (True/False)	
No activity for month being reported (True/False)	
Last Submission Date (Local)	
Last Update (Local)	

	Date Completed, Expected Completion Date or N/A	Amount Funded to Date	Future Funding Amounts	Funding Sources	Contractor Name	Contract Amount	Comments
Grant Agreement Issued							
Water Rights Easement & ROW							
Acquisition							
Archaeological Studies							
Environmental Studies							
Planning							
Design							
Construction							
Furnish/Equipment							
Total							

STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 2

PERIODIC REPORT     FINAL REPORT

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

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

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

*A. Third Party Obligations*

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

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

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

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

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

*B. Project Phase*

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

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

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

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

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

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

PERIODIC REPORT

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

FINAL REPORT

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

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

\_\_\_\_\_  
Date

NEW MEXICO ENVIRONMENT DEPARTMENT  
 CONSTRUCTION PROGRAMS BUREAU  
**DISBURSEMENT REQUEST**  
 SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY \_\_\_\_\_

B. PROJECT NUMBER \_\_\_\_\_

C. DISBURSEMENT REQUEST NUMBER \_\_\_\_\_

D. GRANT AMOUNT \_\_\_\_\_

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Administrative Expenses	XXXXXXXXXXXX		XXXXXXXXXXXX		XXXXXXXXXXXX		XXXXXXXXXXXX	\$ -
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
<b>TOTAL</b>		\$ -		\$ -		\$ -		\$ -

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official: \_\_\_\_\_  
 X  
 Typed or Printed Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Date: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My Commission expires \_\_\_\_\_

NMED Project Managers will complete this form based on executed contracts provided by Grantee

STATE OF NEW MEXICO

Exhibit 4

CAPITAL GRANT PROJECT

INITIAL Notice of Obligation to Reimburse Grantee # 1

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

TO:

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

Grantee Official Representative: \_\_\_\_\_

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

\_\_\_\_\_, NMED/CPB Project Manager

SUBJECT: Notice of Obligation to Reimburse<sup>1</sup> Grantee

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

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

Vendor or Contractor: \_\_\_\_\_

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

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

Vendor or Contractor: \_\_\_\_\_

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

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

Vendor or Contractor: \_\_\_\_\_

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

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

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

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

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

\$0.00

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

N/A

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

N/A

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

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

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

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

<sup>1</sup> "Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

THE BOARD OF COUNTY COMMISSIONERS  
OF SANTA FE COUNTY

RESOLUTION NO. 2014 - 143

---

**A RESOLUTION ESTABLISHING SIGNATURE AUTHORITY OF THE COUNTY  
MANAGER WITH RESPECT TO CERTAIN AGREEMENTS AND APPLICATIONS  
AND RATIFYING CERTAIN INTERGOVERNMENTAL AGREEMENTS  
PREVIOUSLY SIGNED BY THE COUNTY MANAGER BASED UPON APPARENT  
AUTHORITY**

---

WHEREAS, Santa Fe County (County) enters into numerous agreements each year, including grant agreements, that often do not involve significant policy questions, are often part of the routine day-to-day business of the County, and are often time-sensitive; and

WHEREAS, it is therefore appropriate and in furtherance of the efficient operation of County government to delegate to the County Manager the authority to execute agreements within limits prescribed by the Board of County Commissioners (BCC); and

WHEREAS, the BCC has previously delegated general signature authority to the County Manager in various resolutions, including the County's Purchasing Regulations and Policy Manual (Purchasing Regulations); and

WHEREAS, the Purchasing Regulations do not apply to grant agreements and real property transactions, making them a poor fit for delegated signature authority with respect to such agreements; and

WHEREAS, this structural issue has caused confusion with respect to the County Manager's signature authority, as described in the following recitals; and

WHEREAS, in Resolution No. 2006-114, the BCC delegated to the County Manager "the authority and responsibility to approve a contract creating revenue for the County, a Memorandum of Agreement, a Memorandum of Understanding, a grant application, a contract accepting a grant, and a cooperative agreement with another agency, up to the sum of one hundred thousand dollars (\$100,000)" as well as the authority to sign contract amendments extending the term of the contract; and

WHEREAS, in Resolution No. 2009-91, as amended by Resolution No. 2009-102, the Board amended Resolution No. 2006-114 to increase the County Manager's signature authority over such agreements to "the sum of Two Hundred and Fifty Thousand dollars (\$250,000) or less"; and

WHEREAS, on April 10, 2012, the BCC adopted Resolution No. 2012-57 "to clarify matters concerning County's procurement practices"; and

WHEREAS, notwithstanding its focus on procurement practices, Resolution No. 2012-57 rescinded Resolution Nos. 2006-114 and 2009-102 in their entirety, including the provision that addressed the County Manager's authority to approve a contract creating revenue for the County, a Memorandum of Agreement, a Memorandum of Understanding, a grant application, a

contract accepting a grant, and a cooperative agreement with another agency, for the sum of two hundred and fifty thousand dollars (\$250,000) or less; and

**WHEREAS**, by the adoption of Resolution No. 2012-57, the BCC did not intend to rescind the County Manager's authority with respect to contracts creating revenue for the County, Memoranda of Agreement, Memoranda of Understanding, grant applications, contracts accepting grants, and cooperative agreements, for the sum of two hundred and fifty thousand dollars (\$250,000) or less, and the County Manager has, with the BCC's knowledge, continued to sign such agreements since the adoption of Resolution No. 2012-57; and

**WHEREAS**, the BCC desires to remedy any ambiguity caused by Resolution No. 2012-57 with respect to such agreements by expressly reestablishing the County Manager's signature authority with respect to such agreements and to ratify all such agreements that the County Manager has signed since the adoption of Resolution No. 2012-57; and

**WHEREAS**, it is desirous to memorialize the County Manager's general signature authority in a single resolution and to increase the County Manager's general signature authority with respect to certain real property transactions.

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

1. **Definitions.** As used in this Resolution, the following terms and symbols have the following meanings:

- a. "BCC" means the Board of County Commissioners.
- b. "Contract" means a contract for the purchase of tangible personal property or services, including professional services, regardless of whether the contract is exempt from the Procurement Code and regardless of the title of the contract.
- c. "County" means Santa Fe County.
- d. "Grant" means all non-exchange transactions pursuant to which a governmental agency or person grants or donates money, services, and personal property to the County for general or limited purposes.
- e. "Grant agreement" means the agreement pursuant to which a grant is made to the County, regardless of whether the agreement is titled as a grant agreement, a memorandum of agreement, a memorandum of understanding, a cooperative agreement, or some other title.
- f. "Purchasing Regulations" means the County's Purchasing Regulations and Policy Manual, as adopted by Resolution No. 2006-60 and amended by Resolution Nos. 2009-91, 2009-102 and 2012-57.
- g. "Services" and "Professional Services" have the meanings ascribed to them in the State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 NMSA 1978, as such may be amended from time to time.
- h. "Signature Authority" means the authority to sign a document on behalf of the County and bind the County to the terms thereof.
- i. In the charts in Section 3:

1) a "Y" means that the agreement is within the signature authority of the official or body; a "N" means that it is not;

2)  $\leq$  means less than or equal to; and

3)  $>$  means greater than.

**2. Signature Authority: General Rules.**

a. The County Manager is not required to make a decision with respect to a document within the County Manager's signature authority. Rather, the County Manager may bring any document within the County Manager's signature authority to the BCC for consideration, approval, or disapproval.

b. When the County Manager is unavailable, the County Manager may sub-delegate the County Manager's signature authority to another County employee during the period of unavailability; provided such sub-delegation must be in writing.

c. The BCC may grant the County Manager additional signature authority with respect to any transaction through ordinance, resolution, or other appropriate BCC action.

d. All dollar figures used in Section 3 of this Resolution are exclusive of applicable gross receipts and governmental gross receipts tax.

e. The County Manager may approve amendments to agreements originally signed by the County Manager, provided the agreement, as amended, remains within the County Manager's signature authority.

f. Terms include all possible extensions or renewal terms. For example, for purposes of determining signature authority, the term of a lease with a one-year initial term and an option to extend for an additional six-month term would be 1.5 years.

g. Contract sums, grant revenue to the County, and consideration to be paid under real estate contracts are determined based upon the entire term of the agreement rather than by fiscal year, calendar year, or any other period.

**3. Signature Authority: Specific Types of Transactions.**

**a. Contracts.**

	<u>Original Contract</u>		<u>Amendments to Contracts Approved by the County Manager</u>		<u>Amendments to Contracts Approved by the BCC</u>	
	<u>Contract Sum</u>		<u>Amended Contract Sum</u>		<u>Increase to Contract Sum Approved by BCC Due to Amendments</u>	
<b>Official or Body</b>	$\leq$ \$250,000	$>$ \$250,000	$\leq$ \$250,000	$>$ \$250,000	$\leq$ 10% and $\leq$ \$500,000	$>$ 10% or $>$ \$500,000
County Manager	Y	N	Y	N	Y	N
BCC	Y	Y	Y	Y	Y	Y

b. Grant Agreements.

	<u>Original Grant Agreement</u>		<u>Amendments to Grant Agreements Approved by the County Manager</u>		<u>Amendments to Grant Agreements Approved by the BCC</u>	
	<u>Grant Revenue to County</u>		<u>Amended Grant Revenue to County</u>		<u>Increase to Grant Revenue to County Approved by BCC Due to Amendments</u>	
<u>Official or Body</u>	$\leq \$250,000$	$> \$250,000$	$\leq \$250,000$	$> \$250,000$	$\leq 10\%$ and $\leq \$500,000$	$> 10\%$ or $> \$500,000$
County Manager	Y	N	Y	N	Y	N
BCC	Y	Y	Y	Y	Y	Y

The County Manager is also authorized to approve and sign on behalf of the County all grant applications, except for grant applications that would commit the County to accept a grant the amount of which is beyond the signature authority of the County Manager.

c. Agreements Related to County Owned Real Property. As used herein, "Agreements Related to County Owned Real Property" means leases, licenses, temporary easements, and other agreements of limited duration allowing a party the right to use or occupy real property.

	<u>Original Agreements Related to County Owned Real Property</u>		<u>Amendments to Agreements Related to County Owned Real Property Approved by the County Manager</u>		<u>Amendments to Agreements Related to County Owned Real Property Approved by the BCC</u>
	<u>Term and Payments to County</u>		<u>Amended Term and Payments to County</u>		
<u>Official or Body</u>	$\leq 1$ year and $\leq \$250,000$	$> 1$ year or $> \$250,000$	$\leq 1$ year and $\leq \$250,000$	$> 1$ year or $> \$250,000$	
County Manager	Y	N	Y	N	N
BCC	Y	Y	Y	Y	Y

d. Agreements Related to Real Property Owned by a Third Party. As used herein, "Agreements Related to Real Property Owned by a Third Party" means leases, licenses, temporary easements, and other agreements of limited duration allowing the County the right to use or occupy real property.

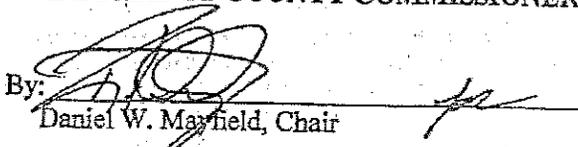
	Original Agreements Related to Real Property Owned by a <u>Third Party</u>		Amendments to Agreements Related to Real Property Owned by a Third Party Approved by the <u>County Manager</u>		Amendments to Agreements Related to Real Property Owned by a Third Party <u>Approved by the BCC</u>
	Term and Consideration Payable by County		Amended Term and Consideration Payable by County		
<u>Official or Body</u>	≤ 4 years and ≤ \$250,000	> 4 years or > \$250,000	≤ 4 years and ≤ \$250,000	> 4 years or > \$250,000	
County Manager	Y	N	Y	N	N
BCC	Y	Y	Y	Y	Y

4. **Previous Agreements Ratified.** The Board hereby ratifies all contracts creating revenue for the County, Memoranda of Agreement, Memoranda of Understanding, grant applications, contracts accepting grants, and cooperative agreements with other governmental entities, for the sum of two hundred and fifty thousand dollars (\$250,000) or less, that were signed by the County Manager from April 10, 2012, through the date this Resolution is adopted.

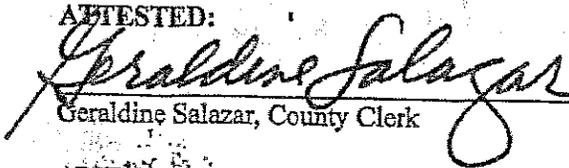
5. **Previous Resolutions and Policies Rescinded.** Any resolution or policy of the County that is inconsistent with the general, non-transaction specific signature authority established herein is hereby rescinded, including, but not limited to, Section 74(B) and Section 74(C) of the Purchasing Regulations.

PASSED, APPROVED, AND ADOPTED this 9<sup>th</sup> day of December, 2014.

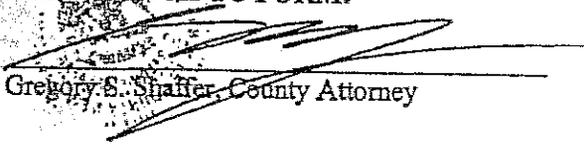
THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

By:   
Daniel W. Mayfield, Chair

ATTESTED:

  
Geraldine Salazar, County Clerk

APPROVED AS TO FORM:

  
Gregory S. Shaffer, County Attorney



12-9-2014

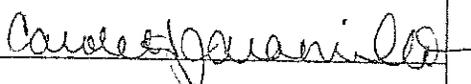
COUNTY OF SANTA FE ) BCC RESOLUTIONS  
STATE OF NEW MEXICO ) ss PAGES: 6

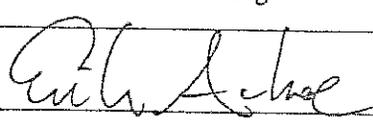
I Hereby Certify That This Instrument Was Filed for  
Record On The 10TH Day Of December, 2014 at 12:07:05 PM  
And Was Duly Recorded as Instrument # 1752638  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Deputy Marcelle [Signature] Geraldine Salazar  
County Clerk, Santa Fe, NM



Construction Programs Bureau Signature Page

Project Name:	Santa Fe County
Project Number:	15-0552-STB
<b>Official Representative:</b>	
Name	Carole Jaramillo
Title	Finance Director
Signature	
Address	PO Box 276, Santa Fe, NM 87504
E-mail	cjaramillo@santafecountynm.gov
Phone	505-995-2780

<b>Alternate - Official Representative:</b>	
Name	Erik Aaboe
Title	Business Finance Manager
Signature	
Address	PO Box 276, Santa Fe, NM 87504
E-mail	eaaboe@santafecountynm.gov
Phone	505-986-6209



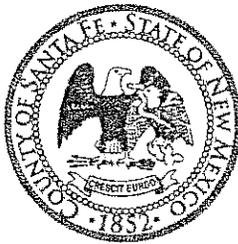




Henry P. Roybal  
Commissioner, District 1

Anna Hansen  
Commissioner, District 2

Robert A. Anaya  
Commissioner, District 3



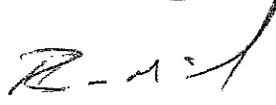
Anna T. Hamilton  
Commissioner, District 4

Ed Moreno  
Commissioner, District 5

Katherine Miller  
County Manager

To: Board of County Commissioners

Fr: Don Moya, Interim Finance Director 

CC: Undersheriff Ron Madrid 

Date: January 10, 2017

Re: Resolution No. 2017 - \_\_\_\_\_, A Resolution Requesting a Budget Increase to the Law Enforcement Operations Fund (246) to Budget Grant Funds From the New Mexico Department of Transportation (NMDOT) / \$17,690.00 (Finance Division/Don Moya)

---

**Issue:**

The Santa Fe Sheriff's Office is requesting a budget increase to the Law Enforcement Operations Fund to budget grant funds from New Mexico Department of Transportation (NMDOT) in the amount of \$17,690.

**Background:**

Funding is used for overtime reimbursement in support of the NMDOT. The program's primary mission is to reduce traffic-related injuries and fatalities by conducting visible patrols in high crash locations, identified through use of local data. Funds are through September 30, 2017.

**Action Requested:**

The Sheriff's Office requests approval to budget grant funding from NMDOT in the amount of \$17,690.

SANTA FE COUNTY

RESOLUTION 2017-\_\_\_\_\_

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: Sheriff's Office Fund Name: Law Enforcement Operations Fund (LEOF)  
 Budget Adjustment Type: Increase Fiscal Year: 2017 (July 1, 2016 - June 30, 2017)

BUDGETED REVENUE: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/VISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE	NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1231	372	0904	NMDOT: End Driving While Impaired (ENDWI)		\$ 10,000	
246	1229	371	0900	NMDOT: Buckle Up (BKLUP) / Click It or Ticket (CIOT)		\$ 4,960	
246	1221	371	0900	NMDOT: Selective Traffic Enforcement Program (STEP)		\$ 2,730	
TOTAL (IF SUBTOTAL, check here) →						\$ 17,690	\$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/VISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY/LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
246	1231	424	1025	ENDWI: Salary & Wages / Overtime	\$ 10,000	
246	1229	424	1025	BKLUP/CIOT: Salary & Wages / Overtime	\$ 4,960	
246	1221	424	1025	STEP: Salary & Wages / Overtime	\$ 2,730	
TOTAL (IF SUBTOTAL, check here) →					\$ 17,690	\$ -

Requested by: [Signature] Date: 1-10-17 Title: Chief of Police  
 Finance Department Approval: [Signature] Date: 1-13-17 Entered by: \_\_\_\_\_ Date: \_\_\_\_\_  
 County Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_ Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

# SANTA FE COUNTY

## RESOLUTION 2017-\_\_\_\_\_

*ATTACH ADDITIONAL SHEETS IF NECESSARY*

**DEPARTMENT CONTACT:**

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office / DWI Phone No: 505-986-2457

**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  
 The Sheriff's Office has been awarded grant funding from New Mexico Department of Transportation (NMDOT), therefore, requesting a budget increase. Grant will reimburse us for overtime costs of selected events. Grant requests the Sheriff's Office to conduct law enforcement activities aimed at reducing traffic-related injuries and fatalities by conducting visible patrol in high crash locations, identified through use of local data. ENDWI conducts sobriety check points & saturation patrols aimed at reducing alcohol-related crashes, injuries, and deaths. BKLUP/CIOT participates in individual and/or joint day and nighttime enforcement activity. STEP conducts directed enforcement patrols (DEPs) in high crash locations.

**a) Employee Actions**

Line Item	Action (Add/Delete Position, Reclass Overtime)	Position Type (permanent, term)	Position Title
1025	Overtime	Existing / Permanent	Patrol / Deputy

**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

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

SANTA FE COUNTY

RESOLUTION 2017-

ATTACH ADDITIONAL SHEETS IF NECESSARY

DEPARTMENT CONTACT:

Name: Undersheriff Ron Madrid Dept/Div: Sheriff's Office / DWI Phone No: 505-986-2457

3) Does this request impact a revenue source? If YES, 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

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 an award letter and proposed budget.

Name: NMDOT: ENDWI, BKLLUP/CIOT, and STEP

Grant Number: ENDWI\_17-AL-64-091, BKLLUP/CIOT\_17-OP-RF-091, STEP\_17-ST-RF-091

Award Date: 10/1/17 - 9/30/18

Amount: \$17,690 (ENDWI \$10,000, BKLLUP/CIOT \$4,960, STEP \$2,730)

c. Is this request a result of Commission action? Yes No X

If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).

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

SANTA FE COUNTY

RESOLUTION 2017-\_\_\_\_\_

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 \_\_\_\_\_, 2017.

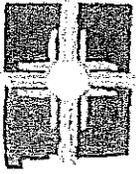
Santa Fe Board of County Commissioners

\_\_\_\_\_  
Henry Roybal, Chairperson

ATTEST:

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





*New Mexico* DEPARTMENT OF  
**TRANSPORTATION**

November 16, 2016

Corporal Jared Mosher  
Santa Fe County Sheriff's Department  
35 Camino Justicia  
Santa Fe, NM 87508

RE: Project Agreement

Dear Corporal Mosher:

Enclosed is one fully executed project agreement for the federal 2017 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Award
17-AL-64-091	23 U.S.C. § 164	20.608	18X9205464NM16	1/08/2016	\$10,000
17-OP-RF-091	State Road Funds				\$4,960
17-ST-RF-091	State Road Funds				\$3,640

**2 CFR Subpart F 200.500-521**

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to

Susana Martinez  
Governor

Tom Church  
Cabinet Secretary

Commissioners

Ronald Schmeits  
Chairman  
District 4

Dr. Kenneth White  
Secretary  
District 1

David Sepich  
Commissioner  
District 2

Keith Mortensen  
Commissioner  
District 3

Butch Mathews  
Commissioner  
District 5

Jackson Gibson  
Commissioner  
District 6

other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2016, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY (16 )."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

#### **Operational Plan**

Your agency is required develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

#### **Performance Indicators**

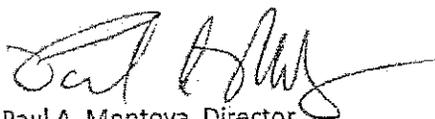
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

- ENDWI 1 DWI citation for every 18 hours of enforcement worked.
- BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
- STEP 2 citations for every hour of enforcement worked.

*At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.*

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,



Paul A. Montoya, Director  
Traffic Safety Division

Enclosure

Contract # TS64299  
Vendor # 000054297

CONTRACT NUMBER: 2017-0162-SO/DD

GRANTEE DUNS NUMBER: 0523297131

VENDOR NUMBER: 000054297

### GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and County of Santa Fe (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
  - a. End Driving While Impaired ("ENDWI"), Project No. 17-AL-64-091, \$10,000.00;
  - b. Buckle Up ("BKLUP")/Click It or Ticket ("CIOT"), Project No. 17-OP-RF-091, \$4,960.00;
  - c. Selective Traffic Enforcement Program ("STEP")/100 Days and Nights of Summer ("DNOS"), Project No. 17-ST-RF-091, \$3,640.00;
  - d. Total Funding awarded per this agreement \$18,600.00.
  
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: ENDWI, exhibit A; BKLUP/CIOT, exhibit B; STEP/DNOS, exhibit C.
  
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Traffic Safety Bureau Financial Management Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement, unless otherwise approved by the Department.
  
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for three years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from

the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.

6. **Termination.** The Department may terminate this agreement for any reason, by giving the Grantee thirty-days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

- a. this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- b. if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. § 21;
- b. 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, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.);
- c. state laws applicable to workers' compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through -70, and related regulations; and

- d. 2 C.F.R. Subpart F §200.500 - §200.521 audit requirements.
- e. those sections in exhibit D labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to NMDOT at:	to the Grantee at:
New Mexico Dept. of Transportation	County of Santa Fe
Attn: Traffic Safety Division	Attn: Cpl. Jared Mosher
P.O. Box 1149	35 Camino Justicia
Santa Fe, NM 87504	Santa Fe, NM 87508

10. **Severability.** The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2017, unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the parties with

respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

**19. Disadvantaged Business Enterprise.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Each party is signing this agreement on the date stated opposite that party's signature.

Date: 4 JAN <sup>with 17</sup> 2016

DEPARTMENT OF TRANSPORTATION  
By: [Signature]  
Cabinet Secretary or Designee

Date: 12.23, 2016

COUNTY OF SANTA FE  
By: [Signature]  
Title: DEPUTY COUNTY MANAGER

Approved as to form and legal sufficiency.

Date: 11/23/2016, 2016

By: [Signature]  
Assistant General Counsel  
Department of Transportation

Approved as to form and legal sufficiency.

Date: 12/2/16, 2016

By: [Signature]  
Counsel for County of Santa Fe  
Don Moyet - Finance Director  
12-22-16

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

END DRIVING WHILE IMPAIRED ("ENDWI") Project Number: 17-AL-64-091

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 9 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below:

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 11, 2016 to January 4, 2017.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 18, 2017.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2017.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2017.

"National DWI Mobilization Period" means August 18 to September 4, 2017.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The

Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of pay including overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31<sup>st</sup> 2017. If the final claim is submitted after October 31, 2017, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to arrests made while participating in the ENDWI program;
- c. administrative costs, including overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the project, up to 10 percent of the total monthly claim amount; and
- d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the NM Per-Diem Act, NMAC 2.42.2.

5. **Reporting.** The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, § 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be 23 U.S.C. § 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$10,000.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$10,000.00

7. **Goals.** The Department's performance goals for the state are to reduce alcohol-impaired fatalities by 4 percent from 107 in 2014 to 103 by December 31, 2017. (FARS) (5-year averages)

8. **Equipment.** The Grantee may only purchase equipment under this agreement with prior approval of the Department.

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

BUCKLE UP (BKUP) and CLICK IT OR TICKET ("CIOT") Project Number: 17-OP-RF-091

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below:

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Winter Superblitz Period" means November 11, 2016 to January 4, 2017.

"St. Patrick's Day Mini Superblitz Period" means March 11 to March 18, 2017.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2017.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2017.

"National DWI Mobilization Period" means August 18 to September 4, 2017.

"National Occupant Protection Mobilization Click It or Ticket period" means May 22 to June 4, 2017.

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to

conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of pay including overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31<sup>st</sup> 2017. If the final claim is submitted after October 31, 2017, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, § 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$4,960.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$4,960.00

7. **Goals.** The Department's performance goals for the state are to:

- a. Reduce unrestrained occupant fatalities by 8 percent from 103 in 2014 to 95 by

December 31, 2017. (FARS)(5-year averages)

b. Increase seatbelt use by 0.2 percent from 93.3 percent in 2015 to 93.5 percent by December 31, 2017. (State)(Annual data)

8. **Equipment.** The Grantee may only purchase equipment under this agreement with prior approval of the Department.

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM ("STEP") and 100 DAYS AND NIGHTS OF SUMMER ("DNOS") Project Number: 17-ST-RF-091

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the grant agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of pay including overtime pay (hourly rate X 1.5); the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30<sup>th</sup>, April 30<sup>th</sup> and July 30<sup>th</sup> during this Agreement period. The final claim shall be submitted no later than October 31<sup>st</sup> 2017. If the final claim is submitted after October 31, 2017, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this exhibit C; and

b. training for officers not previously trained in STEP.

5. **Reporting.** The Grantee must submit activity reports by the 10<sup>th</sup> of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, § 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, § 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP (Execution of Agreement through September 30, 2017).** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$2,730.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,730.00

7. **Funding – DNOS (June 23<sup>rd</sup> through September 30<sup>th</sup> 2017)** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$910.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$910.00

8. **Goals.** The Department’s performance goals for the state are as follows:

a. Reduce speeding-related fatalities by 3 percent from 132 in 2014 to 128 by December 31, 2017. (FARS)(5-year averages)

- b. Reduce alcohol-impaired fatalities by 4 percent from 107 in 2014 to 103 by December 31, 2017. (FARS) (5-year averages)
- c. Increase seatbelt use by 0.2 percent from 93.3 percent in 2015 to 93.5 percent by December 31, 2017. (State) (Annual data)
- d. Decrease the number of distracted driving-related fatalities by 10 percent from 114 in 2014 to 103 by December 31, 2017. (State) (5-year averages)

9. **Equipment.** The Grantee may only purchase equipment under this agreement with prior approval of the Department.

Exhibit D—CERTIFICATIONS AND ASSURANCES

APPENDIX A TO PART 1300—  
CERTIFICATIONS AND ASSURANCES  
FOR HIGHWAY SAFETY GRANTS  
(23 U.S.C. CHAPTER 4; SEC. 1906, PUB. L. 109-59,  
AS AMENDED BY SEC. 4011, PUB. L. 114-94)

*[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]*

State: New Mexico

Fiscal Year: 2017

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- Sec. 1906, Public Law 109-59, as amended by Sec. 4011, Public Law 114-94
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North

- American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  - (i) the entity in the preceding fiscal year received—
    - (I) 80 percent or more of its annual gross revenues in Federal awards;
    - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
  - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

### NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- a. 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;
- b. Establishing a drug-free awareness program to inform employees about:
  - o The dangers of drug abuse in the workplace.
  - o The grantee's policy of maintaining a drug-free workplace.
  - o Any available drug counseling, rehabilitation, and employee assistance programs.
  - o The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - o Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - o Abide by the terms of the statement.
  - o Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
  - o Taking appropriate personnel action against such an employee, up to and including termination.
  - o 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.

- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**  
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**  
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge

or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

### CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

#### Instructions for Primary Certification (States)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this

covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions*

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and

## Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### BUY AMERICA ACT

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

### PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

### POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated

April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's Web site at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, DC metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its Web site at [www.trafficsafety.org](http://www.trafficsafety.org).

### **POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

### **SECTION 402 REQUIREMENTS**

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))
4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in

writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))
7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
  - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
    - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
    - Increase use of seatbelts by occupants of motor vehicles;
  - Submission of information regarding mobilization participation into the HVE Database;
  - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
  - An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
  - Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
  - Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).
  - (23 U.S.C. 402(b)(1)(F))
8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

The State: [CHECK ONLY ONE]

Certifies that automated traffic enforcement systems are not used on any public road in the State;

OR

Is unable to certify that automated traffic enforcement systems are not used on any public road in the State, and therefore will conduct a survey meeting the requirements of 23 CFR 1300.13(d)(3) AND will submit the survey results to the NHTSA Regional office no later than March 1 of the fiscal year of the grant.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

  
\_\_\_\_\_  
Signature Governor's Representative for Highway Safety

7/1/16  
\_\_\_\_\_  
Date

**Tom Church, Secretary, NMDOT**  
\_\_\_\_\_  
Printed name of Governor's Representative for Highway Safety





