

Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: 9/12/2018

TO: *Board of County Commissioners*

VIA: *Katherine Miller, County Manager*

FROM: *Michael K. Kelley, Public Works Department - Director RM 9-12-18*

ITEM AND ISSUE: *BCC Meeting September 25, 2018*

Approval of a Resolution Delegating Authority to the County Manager to Negotiate and Execute All Documents Necessary for the Acquisition of Real Property Interests Necessary for Construction of the County Road 54 Drainage Improvement Project; (Public Works/Terry Lease)

SUMMARY:

The purpose of this resolution is to facilitate the acquisition of real property interests for a drainage improvement project on County Road 54 ("Project").

BACKGROUND:

County Road 54 (aka Los Pinos Road) has been experiencing drainage and erosion problems for many years and the Santa Fe County Board of County Commissioners ("Board") authorized capital funding for the Project. The County hired an engineering firm to design the necessary improvements and that design identified two properties that may be affected by the Project. Surveys for each of the required permanent real property interests have been completed. Below are the properties affected by the Project:

-177A Los Pinos Road
-181 Los Pinos Road

ACTION REQUESTED:

Approval of the subject resolution.

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

**A RESOLUTION DELEGATING AUTHORITY TO THE
COUNTY MANAGER TO NEGOTIATE AND EXECUTE ALL
DOCUMENTS NECESSARY FOR THE ACQUISITION OF
REAL PROPERTY INTERESTS NECESSARY FOR
CONSTRUCTION OF THE COUNTY ROAD 54
DRAINAGE IMPROVEMENT PROJECT**

WHEREAS, County Road 54 (aka Los Pinos Road) has been experiencing drainage problems for many years; and

WHEREAS, the Santa Fe County Board of County Commissioners ("Board") authorized capital funding to make the necessary drainage improvements (the "Project"); and

WHEREAS, the County will need to acquire real property interests from properties listed on Exhibit "A" (collectively "Properties") in order to complete the Project; and

WHEREAS, the Board has appropriated and budgeted funding to acquire any necessary easements to complete the Project.

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

- A. The County Manager is authorized to acquire on behalf of the County any easements necessary to complete the Project, either through donation or purchase. Under this authority, the County Manager may negotiate, prepare, and execute agreements and any other documents that may be required or appropriate.
- B. The purchase price of any easement shall not exceed its fair market value, as determined by a certified appraiser. The cumulative acquisition costs shall not exceed the budgeted amount.
- C. The County Manager may further delegate all or part of the authority granted under this Resolution to the Deputy County Manager or other appropriate staff.

PASSED, APPROVED, AND ADOPTED THIS _____ **DAY OF** _____, 2018.

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


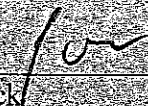
By: _____
Anna Hansen, Chair
Board of County Commissioners of Santa Fe County

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date: _____

APPROVED AS TO FORM:

R. Bruce Frederick
Santa Fe County Attorney

Date: 9/13/18

APPROVED:

Stephanie Schardin Clarke
Santa Fe County Finance Director

Date: _____

Exhibit "A"

Address

177A Los Pinos Road
181 Los Pinos Road

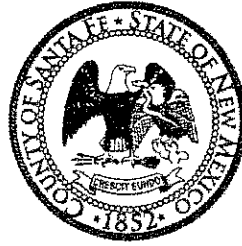
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Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: September 17, 2018

To: Board of County Commissioners

From: Tony Flores, Deputy County Manager

Via: Katherine Miller, County Manager

Subject: Resolution No. 2018-____, A Resolution Amending Resolution No. 2014-143 to Increase the County Manager's Signatory Authority to Approved and Sign Grant Applications, Grant Agreements and Other Grant Documents

Background and Summary:

Resolution 2014-143 established signature authority of the County Manager to approve and sign grant applications and grant agreements in an amount not to exceed \$250,000. As a business process, grant applications can exceed the \$250,000 authority level and the proposed resolution increases the signatory authority of the County Manager to sign grant related documents up to \$500,000.

Recommendation:

Staff is recommending approval of the Resolution.

Exhibit A – Resolution 2014-143

THE BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Resolution No. 2018 - _____

A RESOLUTION AMENDING RESOLUTION NO. 2014-143 TO INCREASE THE COUNTY MANAGER'S SIGNATORY AUTHORITY TO APPROVE AND SIGN GRANT APPLICATIONS, GRANT AGREEMENTS AND OTHER GRANT DOCUMENTS

WHEREAS, on December 9, 2014, the Board of County Commissioners (Board) of Santa Fe County (County) passed Resolution No. 2014-143 that established the signature authority to of the County Manager, and

WHEREAS, under Section 3.b (Grant Agreements) of Resolution No. 2014-143, the County Manager is authorized to approve and sign on behalf of the County grant applications that request funding in the amount of \$250,000 or less; and

WHEREAS, the Board wishes to amend Section 3.b of Resolution No. 2014-143 to increase the County Manager's signature authority with respect to grant applications that request funding in the amount of \$500,000 or less; and

WHEREAS, furthermore the Board wishes to amend Section 3.b of Resolution No. 2014-143 to clarify the scope of the Manager's signature authority with respect to grants and grant agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board that

Section 3.b. of Resolution No. 2014-143 is hereby deleted in its entirety and replaced with the following:

b. Grant Agreements

	Original Grant Agreement		Amendments to Grant Agreements Approved by the County Manager		Amendments to Grant Agreements Approved by the BCC	
	Grant Revenue to County		Amended Grant Revenue to County		Increase to Grant Revenue to County Approved by BCC Due to Amendments	
Official or Body	≤ \$500,000	> \$500,000	≤ \$500,000	> \$500,000	≤ 10% and ≤ \$750,000	> 10% or > \$750,000
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, grant agreements, grant amendments, and any other documents related to a grant, *except* for grant applications, grant agreements, grant amendments, or other documents related to a grant that would commit the County to accept a grant the amount of which is beyond the signature authority of the County Manager:

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2018.

BOARD OF COUNTY COMMISSIONERS OF SANTA FE COUNTY

Anna Hansen, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to form:

R. Bruce Frederick
Santa Fe County Attorney

9/18/2018

Date

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

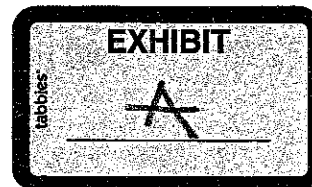
WHEREAS, this structural issue has caused confusion with respect to the County Manager's signature authority, as described in the following recitals; and

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>	
Official or Body	$\leq \$250,000$	$> \$250,000$	$\leq \$250,000$	$> \$250,000$	$\leq 10\%$ and $\leq \$500,000$	$> 10\%$ or $> \$500,000$
County Manager	Y	N	Y	N	Y	N
BCC	Y	Y	Y	Y	Y	Y

REC'D - CLERK RECEIVED 12/19/2014

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>	≤ 1 year and $\leq \$250,000$	> 1 year or $> \$250,000$	≤ 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 <u>Payable by County</u>		Amended Term and Consideration Payable by <u>County</u>		
<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 9th 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

REC. CLERK RECORDED 12/10/2014

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
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

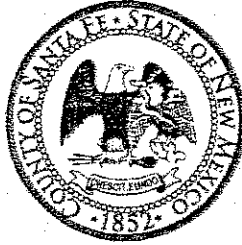


BCC CLERK RECORDED 12/10/2014

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: September 25, 2018

To: Board of County Commissioners

From: Stephanie Schardin Clarke, Finance Division Director 

Via: Penny Ellis-Green, Growth Management Director 
Chris Hyer, Economic Development Manager

RE: Resolution 2018-____, A Resolution Requesting the Increase to the Budget in the Economic Development Fund (224) for the LEADS Grant awarded by the State Economic Development Department in the amount of \$8,000 (Finance Division/Stephanie Schardin Clarke)

SUMMARY:

This grant from the New Mexico Economic Development Department is for a contractor to perform the second phase of the feasibility study, the business plan and funding strategy components for the lands at La Bajada Ranch. The intent is to create a wine incubator/co-op/food distribution hub for the local wine makers and agricultural industry to use.

BACKGROUND:

In November 2009, Santa Fe County purchased approximately 470-acres of the Santa Fe Canyon Ranch (now known as the La Bajada Ranch), which is located southwest of Santa Fe, adjacent to the community of La Cienega. In June 2018, a state grant opportunity known as LEADS was advertised and the economic development staff presented to the selection committee. The presentation focused on using La Bajada Ranch as a hub for agricultural-related facilities in northern New Mexico.

Activities would include a central location for the aggregation and distribution of locally-grown fruits and vegetables combined with a cold storage facility hub that would help local producers flatten out high demand cycles. Additionally, parties are contemplating a value added facility that would include a wine incubator/co-op for small local wineries to use fermentation equipment, and/or a processing facility that would process raw produce into finished products such as salsa. Also, there would be demonstration growing fields that would showcase an increase of crop yields while reducing the amounts of inputs like water and fertilizers. Housing all types of agriculture

related businesses in one central location would be very positive for rural northern New Mexico communities.

Last year, a LEADS grant from the New Mexico Economic Development Department funded the first half of feasibility study that presented possible uses of existing areas of the land and locations for new facilities to create an agricultural facility. This portion of the study showed that renovating some of the existing facilities and connecting them with higher capacity infrastructure may be cost prohibitive. The feasibility study also concluded that an alternate location on the La Bajada Ranch land may of greater benefit and should be studied. This will be the beginning focus of the second portion of the feasibility study and will include a business plan and funding strategies. Together, the combined feasibility study (Parts I & II combined) and the business plan along with funding strategies will be used in applying for USDA and EDA grants to implement the agricultural facilities at La Bajada Ranch.

RECOMMENDATION:

Approval of the BAR in the amount of \$8,000.

EXHIBITS

Exhibit A- NMED and SFC Grant Agreement for FY 18-19

Exhibit B- State of New Mexico Purchase order for the LEADS grant of \$8,000

Exhibit C- Resolution Budget Adjustment Request

SANTA FE COUNTY

Page 1 of 4

RESOLUTION 2018 - _____

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

Whereas, the Board of County Commissioners meeting in regular session on September 25, 2018, did request the following budget adjustment:

Department / Division: GMD/Economic Development Fund Name: Economic Development Fund (224)

Budget Adjustment Type: Budget Increase Fiscal Year: 2019 (July 1, 2018 - June 30, 2019)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
224	0521	371	22-00	LEADS Program/Grants/State	\$8000	
TOTAL (if SUBTOTAL, check here)					\$8,000	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
224	0521	436	50-03	LEADS Program/Contractual/Professional	\$8,000	
TOTAL (if SUBTOTAL, check here)					\$8,000	

Requesting Department Approval: Penny Ellis-Green Title: Growth Management Director Date: 9/14/18

Finance Department Approval: _____ Date: _____ Entered by: _____ Date: _____

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

SANTA FE COUNTY

Page 2 of 4

RESOLUTION 2018 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Ashley Lopez Dept/Div: GMD/Administration Phone No.: 505-995-2787

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 County received a Local Economic Assistance & Development Support (LEADS) program grant from the New Mexico Economic Development Department (NMEDD) for the purpose of generating the second Phase of the feasibility study for wine incubator/co-op at the La Bajada Ranch. The grant is \$8,000.

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
50-03	Second phase of the Feasibility Study for a wine incubator/co-op at La Bajada Ranch	\$8,000.00

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

SANTA RALPH COUNTY

Page 3 of 4

RESOLUTION 2018 -

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Ashley Lopez Dept/Div: GMD/Administration Phone No.: 505-995-2787

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

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

- b) Does this include state or federal funds? YES ☒ 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.

LEADS Grant 2018-0065-GM/BT in the amount of \$8,000

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

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

SANTA FE COUNTY

Page 4 of 4

RESOLUTION 2018 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This _____ Day of _____, 2018.

Santa Fe Board of County Commissioners

Anna Hansen, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

LEADS GRANT FY19 – Santa Fe County

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico Economic Development Department, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary, hereinafter referred to as the SECRETARY, and Santa Fe County hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Department of Economic Development has appropriated and authorized the DEPARTMENT who has established the Local Economic Assistance & Development Support Program (LEADS) to facilitate the recruitment, retention/expansion, and creation of economic based jobs to qualified communities.

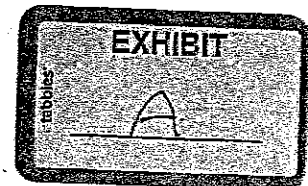
WHEREAS, LEADS encourages and supports New Mexico communities in their efforts to create new jobs, emphasizes the importance of recruitment and retention/expansion and start-up activities; develop the tax base and encourage business development; and

WHEREAS, the assistance provided by this initiative will result in job creation and in turn increase community pride, and long-term, sustained success that will improve the community's and the State of New Mexico's overall economic condition far in excess of the State's contribution. The DEPARTMENT has allocated **Eight Thousand Dollars (\$8,000.00)** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT, attached hereto as **Exhibit A** and made a part of this Agreement. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.
- B. The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any



funds found to be expended for other purposes shall be repaid to the DEPARTMENT.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **June 30, 2019**.
- B. In the event that, due to unforeseen circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement, in order that the GRANTEE and the DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III – PROJECT DELIVERABLES

- A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** –The GRANTEE will receive a copy of grant agreement via e-mail and will be asked to print, sign, and return (3) original documents to the DEPARTMENT by the date specified in the e-mail correspondence. (The Grantee is typically given 15 working days to return the signed grant agreements.) Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. **Due Date for GRANTEE to Submit Invoice for Payment to Department**
The DEPARTMENT will send an e-mail notifying the GRANTEE that the grant agreement has been fully executed and will be mailed out. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. Upon notification by NMEDD that the final report and any required deliverables have been accepted, Grantees may request payment for the grant award by submitting an invoice for reimbursement. Invoices must be received on or before **May 2, 2019**. **No more than two (2) reimbursements will be made during the project.** The DEPARTMENT will request that an invoice be submitted electronically to the DEPARTMENT. (The Grantee is typically given 15 working days to submit the invoice to the Department via e-mail submission.) Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.
- C. **Final Report**
 - Upon completion of the Scope of Work, Applicant must submit a final report to the Department. Final reports must be received on or before **May 1, 2019**. The final report will include project costs, the use of LEADS funds and matching

funds; measures of project outcomes; and a description of project impact on the community. A template for this report will be sent to all grantees via e-mail. In order that the DEPARTMENT may adequately evaluate the outcome of the Grant Agreement, failure to submit this report by the requested deadline could jeopardize future funding.

- Grantees will provide NMEDD with documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed **Eight Thousand Dollars (\$8,000.00)**. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. All expenditures shall be included in the GRANTEE'S single audit for each fiscal year in which funds are expended. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.
- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, said unexpended funds shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI - APPROPRIATIONS

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

ARTICLE VII – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in Local Economic Assistance & Development Support Program Policy and Procedures Manual for FY 2019, and it understands that failure to do so could result in forfeiture of the grant award and permanent disqualification from the LEADS Program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its 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 administer this Agreement, along with all understandings and assurances contained therein;
- D. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
- E. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of enforcement of responsibilities as such an official.
- F. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be

incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

- G. It will give an authorized representative of the DEPARTMENT, access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.
- H. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other 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 State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- I. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- J. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VIII – COPYRIGHT AND PATENTS

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

ARTICLE IX – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

ARTICLE X – SPECIAL TERMS AND CONDITIONS

The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved project.

Santa Fe County
Chris Hyer, Economic Development Manager
102 Grant Avenue
Santa Fe, NM 87501
505-995-2728
ckhyer@santafecountynm.gov

ARTICLE XI – OTHER SPECIAL TERMS AND CONDITIONS

None.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT "DEPARTMENT"

By: [Signature]
"DEPARTMENT" Cabinet Secretary / Designee

Date:

22 Aug 2018

Approved: David Mathews General Counsel 20 Aug 2018

ACCEPTED AND AGREED:

SANTA FE COUNTY "GRANTEE"

By: [Signature]
"GRANTEE"

Date:

8/14/18

Approved as to form
Santa Fe County Attorney

By: [Signature]

Date: 8-9-18

[Signature]
Finance Director
8/14/18

RECEIVED

AUG 20 REC'D

Economic Development
Office of the Secretary

Local Economic Assistance & Development Support Program (LEADS)

EXHIBIT A

PROJECT DESCRIPTION

Name of Grantee: Santa Fe County

Amount: \$8,000.00

Scope of Work:

La Bajada Ranch Incubator

Santa Fe County, working closely with New Mexico Wine, NMSU and NMDA, will Amend the contract that produced the feasibility study to continue to generate a business plan and funding strategy for the Wine Incubator/Coop. The creation of the business plan will begin from examining other wine facility business plans from across the country and narrow the successful elements into an understandable model. From this knowledge an analysis will be performed on how value added services can best be operated while maintaining a sustainable facility.

An additional characteristic will be an educational component. Santa Fe Community College (SFCC) is starting their Viticulture and Enology Science and Technology Alliance (VESTA) program and intend on partnering with the County in using this facility as a learning lab for colleges' students, while sustaining the Incubator/co-op services.

The final business plan will outline the appropriate scale or size for the vineyard/winery and the ways that the incubator project could best facilitate industry expansion and growth. As the facility must be self-sufficient, the contractor will recommend how and where to find capital to bring the facility to production then recommend strategies for maintaining its operation.



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.

1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatched

Purchase Order	Date	Revision
41900-0000009056	08-24-2018	
Payment Terms	Freight Terms	Ship Via
Pay Now	FOB Destination	Best Way
Buyer	Phone	Currency
Chris P. Romero		USD

Dispatch Via Print

Supplier: 0000054297
SANTA FE COUNTY
FINANCE DIVISION/ACCOUNTS
RECEIVABLE
P O BOX 276
SANTA FE NM 87504-0276
United States

Ship To: 1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

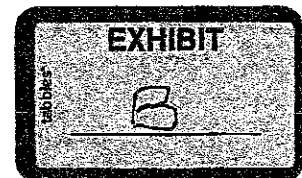
Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-4147
United States

Origin:	EXE	Exc/Excl#:	13-1-98-A					
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date		
1 - 1	FY19 LEADS; Santa Fe County. Grantee will facilitate the recruitment, retention/expansion, workforce development and creation of economic based jobs to qualified communities.	1.00	EA	\$8,000.00	\$8,000.00	08/24/2018		
	41900-18900-2010000000-547440- - - -119-C0000							

Schedule Total \$8,000.00

Item Total \$8,000.00

Total PO Amount \$8,000.00



Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

