

**SANTA FE COUNTY
RESOLUTION 2020- 3**

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 CSD / Senior and Community Relations Division

Budget Adjustment Type (drop down) Budget Increase Fiscal Year: 2020 (July 1, 2019 - June 30, 2020)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
318	0739	371	9000	State Special Approp/Eldorado Library/State	\$ 18,484.65	
TOTAL					\$ 18,484.65	\$

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
318	0739	481	50-15	State Special Approp/Eldorado Library/Software	\$ 2,700.00	
318	0739	481	80-04	State Special Approp/Eldorado Library/Furn & Fxtures	\$ 6,617.36	
318	0739	481	80-95	State Special Approp/Eldorado Library/Inv Exempt-Computer	\$ 9,167.29	
TOTAL					\$ 18,484.65	\$

Requesting Department Approval: Rachel Plummer Title: Director Date: 1/14/20 Log # 0793
 Budget Administrator [Signature]
 Finance Department Approval: [Signature] Date: 1/14/20 Entered by: _____ Date: _____
 County Manager Approval: [Signature] Date: 1/14/2020 Updated by: _____ Date: _____

**SANTA FE COUNTY
RESOLUTION 2020- 3**

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 in the area below. Santa Fe County received funds from an agreement with the State of New Mexico Department of Cultural Affairs, for the Vista Grande Library in Eldorado. The agreement states that Santa Fe County would receive \$18,485. The Senior and Community Relations Division, which is a part of the Community Services Department, would need to budget these funds for items that are needed at the Library.	Recurring <input type="checkbox"/>	Non-Recurring <input checked="" type="checkbox"/>
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Does this request impact a revenue source?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
A.	Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Chapter 82, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2016, the Legislature made an to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement. NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Section 4.5.8 NMAC states the Grantee is a library, or fiscal agent for library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	B. Does this include state or federal funds? 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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	C. Is this request is a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	D. Is a match required? If Yes, please identify funding source in the line below.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW			
FUND	DEPARTMENT	ACTIVITY	ELEMENT
			CATEGORY /LINE ITEM
			AMOUNT
			BUDGETED (Drop Down)

SANTA FE COUNTY
RESOLUTION 2020- 3

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

Approved, Adopted, and Passed This 14th Day of January, 2019.



ATTEST:

Geraldine Salazar
Geraldine Salazar, County Clerk

Santa Fe Board of County Commissioners

Anna T. Hamilton
Anna T. Hamilton, Chairperson

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

I Hereby Certify That This Instrument was Filed for Record On The 15TH Day Of January, 2020 at 09:28:03 AM And Was Duly Recorded as Instrument # 1906739 Of The Records Of Santa Fe County

BCC RESOLUTIONS
PAGES: 23



Estrella Martinez
Deputy
I Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

New Mexico State Library
2016 General Obligation Bonds: \$3,000,000
New Mexico Public Libraries
Allocations by County

	A	B	C	D	E	F
	Library	County	Legal Service Area	Per Capita Allocation	Library System Allocation	Total 2016 GO Bond Allocation
1						
2	Albuquerque/Bernalillo County Library System	Bernalillo	662,564	\$ 874,761.78	\$ 3,947.38	\$ 878,709.16
3	Edgewood Community Library	Bernalillo	4	\$ 5.28	\$ -	\$ 5.28
4	Rio Rancho Public Library	Bernalillo	130	\$ 171.63	\$ -	\$ 171.63
5	Glenwood Community Library	Catron	143	\$ 1,479.16	\$ 3,947.38	\$ 5,426.54
6	Reserve Public Library	Catron	289	\$ 2,989.34	\$ 3,947.38	\$ 6,936.72
7	Roswell Public Library	Chaves	48,366	\$ 85,031.40	\$ 3,947.38	\$ 88,978.78
8	Mother Whiteside Memorial Library	Cibola	9,182	\$ 35,335.80	\$ 3,947.38	\$ 39,283.18
9	Arthur Johnson Memorial Library	Coffax	6,885	\$ 11,709.17	\$ 3,947.38	\$ 15,656.55
10	Eagle Nest Public Library	Coffax	290	\$ 493.20	\$ 3,947.38	\$ 4,440.58
11	Fred Macaron Public Library	Coffax	1,047	\$ 1,780.61	\$ 3,947.38	\$ 5,727.99
12	Shuter Library of Angel Fire	Coffax	1,216	\$ 2,068.02	\$ 3,947.38	\$ 6,015.40
13	Clovis Carver Public Library	Curry	37,775	\$ 65,163.50	\$ 3,947.38	\$ 69,110.88
14	Fort Sumner Public Library	De Baca	1,031	\$ 2,363.60	\$ 3,947.38	\$ 6,310.98
15	Anthony Public Library	Dona Ana	9,360	\$ 21,131.05	\$ 3,947.38	\$ 25,078.43
16	Hatch Public Library	Dona Ana	1,648	\$ 3,720.51	\$ 3,947.38	\$ 7,667.89
17	Sunland Park Community Library	Dona Ana	14,106	\$ 31,845.58	\$ 3,947.38	\$ 35,792.96
18	Thomas Branigan Memorial Library	Dona Ana	97,618	\$ 220,381.55	\$ 3,947.38	\$ 224,328.93
19	Artesia Public Library	Eddy	11,301	\$ 22,471.93	\$ 3,947.38	\$ 26,419.31
20	Carlsbad Public Library	Eddy	26,138	\$ 51,975.17	\$ 3,947.38	\$ 55,922.55
21	Bayard Public Library	Grant	2,328	\$ 6,646.18	\$ 3,947.38	\$ 10,593.56
22	Gila Valley Library	Grant	314	\$ 896.44	\$ 3,947.38	\$ 4,843.82
23	The Public Library	Grant	10,315	\$ 29,448.18	\$ 3,947.38	\$ 33,395.56
24	David F. Cargo El Valle de Anton Chico Library	Guadalupe	188	\$ 349.97	\$ 3,947.38	\$ 4,297.35
25	Moise Memorial Library	Guadalupe	2,848	\$ 5,301.63	\$ 3,947.38	\$ 9,249.01
26	Harding County (2015 Census Est. Pop.)	Harding	695	\$ 902.50	\$ -	\$ 902.50
27	Lordsburg-Hidalgo Library	Hidalgo	2,797	\$ 5,718.80	\$ 3,947.38	\$ 9,666.18
28	Eunice Public Library	Lea	2,922	\$ 5,283.59	\$ 3,947.38	\$ 9,230.97
29	Hobbs Public Library	Lea	34,122	\$ 61,699.69	\$ 3,947.38	\$ 65,647.07
30	Lovington Public Library	Lea	11,009	\$ 19,906.57	\$ 3,947.38	\$ 23,853.95
31	Tatum Community Library	Lea	798	\$ 1,442.95	\$ 3,947.38	\$ 5,390.33

New Mexico State Library
2016 General Obligation Bonds: \$3,000,000
New Mexico Public Libraries
Allocations by County

A	B	C	D	E	F
Library	County	Legal Service Area	Per Capita Allocation	Library System Allocation	Total 2016 GO Bond Allocation
1					
32	Woolworth Community Library	2,047	\$ 3,701.40	\$ 3,947.38	\$ 7,648.78
33	Capitan Public Library	1,489	\$ 3,858.43	\$ 3,947.38	\$ 7,805.81
34	Village of Corona Public Library	172	\$ 445.70	\$ 3,947.38	\$ 4,393.08
35	Ruidoso Public Library	8,029	\$ 20,805.47	\$ 3,947.38	\$ 24,752.85
36	Los Alamos County Library System	17,950	\$ 22,995.60	\$ 3,947.38	\$ 26,942.98
37	Columbus Village Library	1,664	\$ 3,193.34	\$ 3,947.38	\$ 7,140.72
38	Marshall Memorial Library	14,855	\$ 28,507.86	\$ 3,947.38	\$ 32,455.24
39	Octavia Fellin Public Library	21,678	\$ 99,181.80	\$ 3,947.38	\$ 103,129.18
40	Mora County (2015 Census Est. Pop.)	4,596	\$ 5,942.50	\$ -	\$ 5,942.50
41	Alamogordo Public Library	30,403	\$ 74,592.27	\$ 3,947.38	\$ 78,539.65
42	Michael Nivison Public Library	674	\$ 1,653.63	\$ 3,947.38	\$ 5,601.01
43	Tularosa Public Library	2,842	\$ 6,972.71	\$ 3,947.38	\$ 10,920.09
44	Tucumcari Public Library	5,363	\$ 10,932.10	\$ 3,947.38	\$ 14,879.48
45	El Rito Public Library	808	\$ 3,869.92	\$ 3,947.38	\$ 7,817.30
46	Eleanor Daggett Memorial Library	1,022	\$ 4,894.88	\$ 3,947.38	\$ 8,842.26
47	Embudo Valley Library & Community Center	926	\$ 4,435.08	\$ 3,947.38	\$ 8,382.46
48	Espanola Public Library	6,966	\$ 33,363.70	\$ 3,947.38	\$ 37,311.08
49	Pueblo de Abiquiu Library	231	\$ 1,106.38	\$ 3,947.38	\$ 5,053.76
50	Truchas Community Library	560	\$ 2,682.12	\$ 3,947.38	\$ 6,629.50
51	Vallecitos Community Center and Library	141	\$ 675.32	\$ 3,947.38	\$ 4,622.70
52	Portales Public Library	12,280	\$ 24,721.70	\$ 3,947.38	\$ 28,669.08
53	Corrales Community Library	8,329	\$ 13,561.02	\$ 3,947.38	\$ 17,508.40
54	Cuba Public Library	731	\$ 1,190.19	\$ 3,947.38	\$ 5,137.57
55	Irene S. Sweetkind Public Library	569	\$ 926.43	\$ 3,947.38	\$ 4,873.81
56	Jemez Springs Public Library	250	\$ 407.04	\$ 3,947.38	\$ 4,354.42
57	Placitas Community Library	4,977	\$ 8,103.40	\$ 3,947.38	\$ 12,050.78
58	Rio Rancho Public Library	87,521	\$ 142,498.96	\$ 3,947.38	\$ 146,446.34
59	Town of Bernalillo Public Library	8,320	\$ 13,546.36	\$ 3,947.38	\$ 17,493.74
60	Aztec Public Library	6,763	\$ 17,090.55	\$ 3,947.38	\$ 21,037.93
61	Bloomfield Public Library	8,112	\$ 20,499.56	\$ 3,947.38	\$ 24,446.94

New Mexico State Library
2016 General Obligation Bonds: \$3,000,000
New Mexico Public Libraries
Allocations by County

	A	B	C	D	E	F
	Library	County	Legal Service Area	Per Capita Allocation	Library System Allocation	Total 2016 GO Bond Allocation
62	Farmington Public Library	San Juan	45,877	\$ 115,934.20	\$ 3,947.38	\$ 119,881.58
63	Carnegie Public Library	San Miguel	13,753	\$ 36,160.70	\$ 3,947.38	\$ 40,108.08
64	Edgewood Community Library	Santa Fe	3,731	\$ 8,848.05	\$ 3,947.38	\$ 12,795.43
65	Espanola Public Library	Santa Fe	3,258	\$ 7,726.33	\$ -	\$ 7,726.33
66	Santa Fe Public Library	Santa Fe	67,947	\$ 161,136.04	\$ 3,947.38	\$ 165,083.42
67	Vista Grande Public Library	Santa Fe	6,130	\$ 14,537.27	\$ 3,947.38	\$ 18,484.65
68	Truth or Consequences Public Library	Sierra	6,475	\$ 14,587.40	\$ 3,947.38	\$ 18,534.78
69	Magdalena Public Library	Socorro	938	\$ 2,078.07	\$ 3,947.38	\$ 6,025.45
70	Rio Abajo Community Library	Socorro	82	\$ 181.67	\$ 3,947.38	\$ 4,129.05
71	Socorro Public Library	Socorro	9,051	\$ 20,051.86	\$ 3,947.38	\$ 23,999.24
72	Questa Public Library	Taos	1,770	\$ 8,615.71	\$ 3,947.38	\$ 12,563.09
73	Red River Public Library	Taos	477	\$ 2,321.86	\$ 3,947.38	\$ 6,269.24
74	Talpa Community Center Library	Taos	778	\$ 3,787.02	\$ 3,947.38	\$ 7,734.40
75	Taos Public Library	Taos	5,716	\$ 27,823.40	\$ 3,947.38	\$ 31,770.78
76	Estancia Public Library	Torrance	1,655	\$ 7,375.05	\$ 3,947.38	\$ 11,322.43
77	Moriarty Community Library	Torrance	1,910	\$ 8,511.38	\$ 3,947.38	\$ 12,458.76
78	Mountainair Public Library	Torrance	928	\$ 4,135.37	\$ 3,947.38	\$ 8,082.75
79	Albert W. Thompson Memorial Library	Union	2,980	\$ 5,431.80	\$ 3,947.38	\$ 9,379.18
80	Belen Public Library	Valencia	7,269	\$ 27,369.51	\$ 3,947.38	\$ 31,316.89
81	Bosque Farms Public Library	Valencia	3,904	\$ 14,699.49	\$ 3,947.38	\$ 18,646.87
82	Los Lunas Public Library	Valencia	14,835	\$ 55,857.30	\$ 3,947.38	\$ 59,804.68
83	Subtotal		1,457,161	\$ 2,695,999.68	\$ 300,000.88	\$ 2,996,000.56
84	NMSL Rural Services			\$0.00	\$3,999.44	\$3,999.44
85	Total			\$2,695,999.68	\$304,000.32	\$3,000,000.00
86	*Mora and Harding Counties currently do not have eligible public libraries. These funds are used to support Bookmobile Service by NMSL in those counties.					
87						
88	Allocations are determined using 2015 Estimated Census Information and library eligibility, based on the 4.5.8 NMAC.					

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "NMSL", and the County of Santa Fe, hereinafter called the "Grantee" on behalf of the Vista Grande Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 82, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2016, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

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, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds").

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:

Project No. **GOB-A5110** for three million dollars (\$3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2021

Laws of 2016, Chapter 82, Section 10, Paragraph B(1)(a), three million dollars (\$3,000,000.00), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

Contingent upon the State of New Mexico's successful sale of general obligation bonds, the Grantee's total reimbursements shall not exceed, Eighteen Thousand Four Hundred Eighty Four Dollars and Sixty Five Cents (\$18484.65) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, which equals zero dollars (\$0.00) which equals, Eighteen Thousand Four Hundred Eighty Four Dollars and Sixty Five Cents (\$18484.65) (the "Adjusted Appropriation Amount"). If the State of New Mexico sells some portion of the general obligation bonds associated with the three million dollars, Grantee's total reimbursements shall not exceed an amount proportional to the reduced total sale (i.e., if only two million of the three million dollar appropriation, then Grantee's total reimbursements shall not exceed two thirds of the total reimbursements described in this paragraph, above).

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 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." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A 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, or upon the State of New Mexico's sale of the general obligation bonds authorized in 2016, whichever comes last, 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 Reimburse² 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

¹ 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)." See, Section 13-4A-4 NMSA 1978.

² "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.

- 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:
 - 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 3.
 - 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: County of Santa Fe on behalf of the Vista Grande Public Library

Name: SAMUEL L MONTOYA

Title: CAPITAL & GRANTS MANAGER

Address: PO BOX 276, SANTA FE NM 87504

Email: slmontoya@sanjefecounty.nm.gov

Telephone: (505) 986-6323

FAX: (505) 986-6277

Department: New Mexico State Library

Name: Development Bureau

Address: 1209 Camino Carlos Rey, Santa Fe, NM 87507

Email: sl.development@state.nm.us

Telephone: 800-340-3890

FAX: 505-476-9701

The Grantee and the Department agree that both parties 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 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 1. 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 and submitted with each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment following execution of this Agreement by the Department and ending upon the Grantee's 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.

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 1. 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 addition to 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 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 at the time of submission of each of Grantee's Requests for Payment to the Department beginning with the submission of the first Request for Payment 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 XI, 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 2. 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's designated representative in Article III herein, that the expenditures are valid and were received by the Grantee as services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project.
- (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 Grantee incurred the expense, if total unreimbursed expenditures 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) Ninety (90) days before 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 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 of Finance and Administration 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

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 and upon the State of New Mexico’s sale of general obligation bonds authorized in 2016 in the amount Legislature appropriated in 2016. If sufficient appropriations and authorization are not made by the Legislature, or if less than the appropriated amount of general obligation bonds are sold, the County of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Santa Fe’s decision as to whether sufficient appropriations are available or whether the appropriated amount of general bonds are sold shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Santa Fe 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 Grant Agreement. Should there be an early termination of the grant agreement, or should the State of New Mexico sell general obligation bonds in an amount less than the amount the Legislature appropriated in 2016, the County of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Santa Fe’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.

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 AND GENERAL OBLIGATION BOND PROJECT CLAUSES

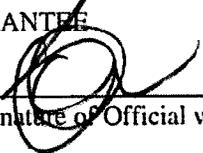
A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees 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



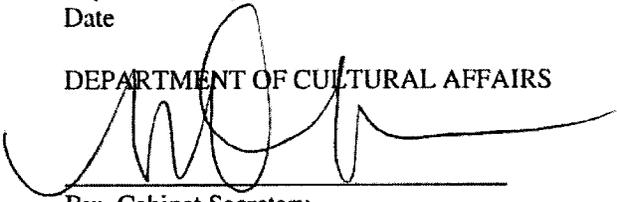
Signature of Official with Authority to Bind Grantee

By: TONY FLORES
(Type or Print Name)

Its: DEPUTY COUNTY MANAGER
(Type or Print Title)

12.14.17
Date

DEPARTMENT OF CULTURAL AFFAIRS



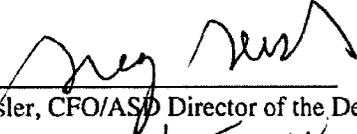
By: Cabinet Secretary

1/5/18
Date



Jennifer Salazar, DCA General Counsel
Leigh Brunner

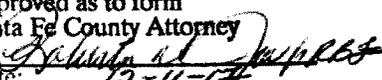
1/10/18
Date



Greg Geisler, CFO/ASD Director of the Department of Cultural Affairs
1-5-18
Date



Ryanne Cooper, Co-Acting State Librarian, New Mexico State Library
1/2/2018
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 12-11-17


Finance Director
12/13/17

SEC CLERK RECORDED 01/15/2020

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

GRANTEE



Signature of Official with Authority to Bind Grantee

By: Stephanie Schardin Clark
(Type or Print Name)

Its: Finance Director
(Type or Print Title)

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 12-11-77

Date

DEPARTMENT OF CULTURAL AFFAIRS

By: Cabinet Secretary

Date

Jennifer Salazar, DCA General Counsel

Date

Greg Geisler, CFO/ASD Director of the Department of Cultural Affairs

Date

Ryenne Cooper, Co-Acting State Librarian, New Mexico State Library

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT - 2016 GO BONDS
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1**

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

SFC CLERK RECORDED 01/15/2020

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
Complete Mailing, including Suite, if applicable
- City State Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

- A. Grant Amount: _____
- B. AIPP Amount (If Applicable) _____
- C. Funds Requested to Date: _____
- D. Amount Requested this Payment: _____
- E. Grant Balance: \$0.00
- F. GF GOB STB (attach wire if 1st draw)
- G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:
(check one)

- (Jan-Jun) Fiscal
- (Jul-Dec) Year

IV. Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; 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.

Grantee Fiscal Officer

Grantee Representative

Printed Name
Date: _____

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

SWORN TO AND SUBSCRIBED
before me on this _____ day
of _____, 20____

Notary Public _____
My Commission expires _____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____
Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information.	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	