

**SANTA FE COUNTY
RESOLUTION 2020- 76**

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 a grant from the New Mexico Economic Development Department (NMEDD) in the amount of \$10,000.00 for the purchase of two software packages for the development of a Business, Retention & Expansion database for Santa Fe County and surrounding areas. The intent is to create a tool for organizing relevant information of current businesses and to be able to identify properties that are available for future businesses to move to.		
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2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring <input type="checkbox"/>	Non-Recurring <input checked="" type="checkbox"/>
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3	Does this request impact a revenue source?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
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A.	Is this a State Special Appropriation? If Yes, cite Statute and attach a copy	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B.	Does this include state or federal funds? LEADS GRANT FY21	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C.	Is this request 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"/>
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D.	Is a match required? If Yes, please identify funding source in the line below. PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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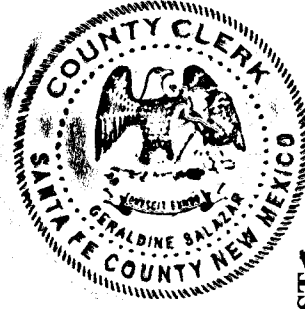
FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)

SEC. CLERK RECORDED 10/15/2020

SANTA FE COUNTY
RESOLUTION 2020- 76

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 3rd Day of October, 2020.



ATTEST

Geraldine Salazar
Geraldine Salazar, County Clerk

Santa Fe Board of County Commissioners

Henry P. Roybal
Henry P. Roybal, Chairperson

Geraldine Salazar, County Clerk

BCC RESOLUTIONS
PAGES: 12

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

Hereby Certify That This Instrument Was Filed for
Record On The 15TH Day Of October, 2020 at 03:40:07 PM
And Was Duly Recorded as Instrument # 1931356
Of The Records Of Santa Fe County



020215/10/15/2020
COUNTY CLERK, RECORDED
Witness My Hand And Seal Of Office
Geraldine Salazar
County Clerk, Santa Fe, NM

G. Strella
Martinez

LEADS GRANT FY21- Economic Development-SF 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 Ten Thousand Dollars (\$10,000.00) 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

SFC CLERK RECORDED 10/15/2020

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, 2021.
- 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 sign electronically and return 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 attach a copy for their records. 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 June 11, 2021. Up to two (2) reimbursements may 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 June 15, 2021. 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 Ten Thousand Dollars (\$10,000.00). 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 DEPARTMENT to the GRANTEE. The DEPARTMENT's decision as to whether sufficient appropriations are available shall be accepted by the GRANTEE and shall be final. If the DEPARTMENT proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate this 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 2020, 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.

**Economic Development – Santa Fe County
Chris Hyer, Economic Development Manager
100 Catron Street
Santa Fe, NM 87505
505-995-2728
www.santafecountynm.gov
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: *Jessie Ulibarri* Date: 9/11/20
"DEPARTMENT" General Counsel
By: *[Signature]* Date: _____
"DEPARTMENT" Cabinet Secretary / Designee

ACCEPTED AND AGREED:
"SANTA FE COUNTY"
By: *Roberta D. Joe* Date: 9-8-2020
"GRANTEE"

Approved as to form by Roberta D. Joe for G.S.S.
Santa Fe County Attorney
September 4, 2020

[Signature]
Santa Fe County Finance Director
9/4/2020

SFC CLERK RECORDED 10/15/2020

Local Economic Assistance & Development Support Program (LEADS)
EXHIBIT A
PROJECT DESCRIPTION

Name of Grantee: Santa Fe County

Amount: \$10,000.00

Scope of Work:

Santa Fe County's Business Advocate Business Retention & Expansion Programming

Santa Fe County, working closely with the City of Santa Fe Economic Development Department and other Entrepreneurial Support Organizations (SCORE, WESST, RDC), will procure two software platforms for the purposes of:

- 1) Tracking County businesses and business data (CRM database);
- 2) Tracking available real estate and properties throughout the County (site selection property database).

The software for tracking businesses will support the County's BR&E programming and will require active uploading and managing of County and partner agency business data. The County will work to gather more comprehensive data from businesses in the region through business outreach and individual business consultations in partnership with various ESOs. The primary objective is to provide the County and regional partners the ability to improve efforts aimed at:

- 1) Tracking local businesses and the broader regional economy;
- 2) Utilizing data to inform the creation of impactful programming and business support services;
- 3) Increasing collaboration amongst regional entrepreneurial support organizations.

Another portion of this project is the tracking of available real estate and properties throughout the County/region that will support regional business attraction and expansion efforts. The County will coordinate and work with local real estate agencies to create a process for routinely uploading their data so that the software system will offer a comprehensive listing and mapping of available real estate in the County/region. This will allow the County and its partners to provide improved (and data informed) relocation and site selection services to interested parties. An objective of the project is to conduct ongoing outreach to real estate agencies and develop processes for ensuring that all available properties are listed on this database and proper geo-coding is performed for the mapping system. The outcomes of this initiative will entail:

- 1) Improved customer service and timely response to business attraction, relocation, retention, and expansion services;
- 2) Enhanced economic development marketing of available Santa Fe County property and associated assets via the online posting of mapping/site selection services;
- 3) Achieve a comprehensive property listing database/map;
- 4) Develop improved relationships and coordination with regional real estate agencies;
- 5) Obtain a greater understanding of the real estate market as it relates to future/long-term capital planning.