

# SANTA FE COUNTY RESOLUTION 2021- 048

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

Whereas, the Board of County Commissioners meeting in regular session on 5/25/21, did request the following budget adjustment:

Department / Division Growth Management      Budget Increase 2021 (July 1, 2020 - June 30, 2021)

### 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
250	1465	372	01-00	Federal / CDBG (HUD)	\$ 750,000	
101	1465	380	01-00	Joint Powers Agreement	\$ 1,047,227	
<b>TOTAL</b>					\$ 1,797,227	\$ -

### 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
250	1465	484	80-10	Infrastructure (Roadways, Bridges, Water)	\$ 750,000	
101	1465	484	80-11	Rdwy Capitalized Cont Svc	\$ 1,047,227	
<b>TOTAL</b>					\$ 1,797,227	\$ -

Requesting Department Approval: Paul Olafson

Title: Planning

Date: 5/21/2021

Log # 1503

Finance Dept Approval: [Signature]

Date: 5/21/2021

Budget Administrator [Signature]

Date: 5/21/2021

County Mgr Approval: [Signature]

Regulated by: [Signature]

Date: 5/21/2021

RECORDED 05/25/2021

CLERK

# SANTA FE COUNTY

## RESOLUTION 2021- 040

Page 2

### 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 CDBG Grant #19-C-NR-I-01-G-17 in the amount of \$750,000, to be used to drill and construct a well in the Glorieta Area. The grant was fully executed on October 22, 2020.			
	Santa Fe County has amended JPA No. 2016-0223-PW/BT to include additional funds to complete this well project along with other improvements to the Association's water utility system. The Greater Glorieta MDWCSWA has received a \$260,000 grant from the State of New Mexico as well as \$787,227 from the Water Trust Board for this project. The amended JPA will allow Santa Fe County to utilize these funds to complete the well project. These funds will also be applied toward the 10% required match of \$75,000 for the CDBG grant.			
2	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		Recurring	Non-Recurring
				X
3	Does this request impact a revenue source?		Yes	No
			X	
	A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy			X
	B. Does this include state or federal funds? CDBG 19-C-NR-I-01-G-17		X	
	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)			X
	D. Is a match required? If Yes, please identify funding source in the line below.		X	
	PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW			
	FUND	DEPARTMENT	ACTIVITY	ELEMENT
	101	1465	484	80-11
			Rdwy Capitalized Contr Svc	
			\$	75,000.00
				No

SFC CLERK RECORDED 05/26/2021

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED ( Drop Down)
101	1465	484	80-11	Rdwy Capitalized Contr Svc	\$ 75,000.00	No

SANTA FE COUNTY  
RESOLUTION 2021- 048

Page 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 detailed above.

Approved, Adopted, and Passed This 28th Day of May, 2021.

Santa Fe Board of County Commissioners


  
Henry P. Roybal, Chairperson

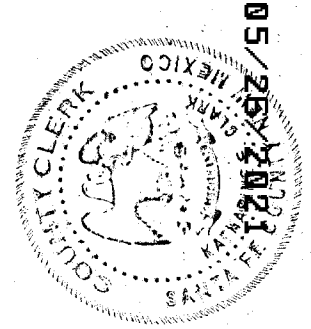
ATTEST:

  
Katharine Clark, County Clerk

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC RESOLUTIONS  
PAGES: 33

I Hereby Certify That This Instrument Was Filed for  
Record On The 26TH Day Of May, 2021 at 10:24:35 AM  
And Was Duly Recorded as Instrument # 1954364  
Of The Records Of Santa Fe County

  
Witness My Hand And Seal Of Office  
Katharine E. Clark  
Deputy Clerk, Santa Fe, NM



STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT AGREEMENT

Project No. 19-C-NR-I-01-G-17

DUNS # 053297131  
FAIN # B-19-DC-35-0001  
CFDA # 14.228  
CDBG FY 19 Award \$11,159,156.00  
CDBG FY 19 Award Date 8/12/2019

THIS GRANT AGREEMENT, hereinafter referred to as the "Agreement", is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division", and the Santa Fe County, hereinafter referred to as the "Grantee", as of the date this Agreement is executed by the Division.

RECITALS

WHEREAS, on October 2, 2019, the New Mexico Community Development Council ("Council") approved the allocation of Community Development Block Grant ("CDBG") funds to the Grantee for the CDBG program; and

WHEREAS, the CDBG program is subject to all applicable Federal and State laws and regulations, including Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), and regulations of the U.S. Department of Housing and Urban Development ("HUD") found at 24 CFR Part 570 (as now in effect and as may be amended from time to time); and

WHEREAS, this Agreement is made by and between the Division and the Grantee, in connection with the Division's administration of the CDBG program, and pursuant to the authority of 42 U.S.C. 5301 *et seq.* and 24 CFR Part 570, to memorialize the terms and conditions of the CDBG program and the grant of funds to the Grantee.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE I - SCOPE OF WORK.

- A. The Grantee shall implement, in all respects, the Project Description, attached as Exhibit "1-A", and the Project Schedule, attached as Exhibit "1-B", both of which are incorporated by this reference as if set forth fully herein.
- B. The Grantee shall provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.
- C. The Grantee will adhere to all processes set forth in the CDBG Implementation Manual, which is available at the Division's website at:  
[http://www.nmdfa.state.nm.us/CDBG\\_Implementation\\_Manual.aspx](http://www.nmdfa.state.nm.us/CDBG_Implementation_Manual.aspx) ("CDBG Manual").

ARTICLE II - LENGTH OF GRANT AGREEMENT.

- A. The term of this Agreement shall be effective upon execution by the Division. It shall terminate on the date which is two years after the effective date of this Agreement, which is the Division Director's dated signature, unless earlier terminated pursuant to Article V.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Agreement cannot be brought to full completion within the time period set forth in paragraph A of this Article II, the Grantee may request an extension. Agreement extensions will be approved on a case by case basis and must be requested prior to the termination date set forth in paragraph A of this Article II. The Division may review the work accomplished to date and determine, in its sole discretion, whether there is sufficient need or justification to amend this Agreement to provide additional time for project completion.

ARTICLE III - REPORTS AND PROJECT CLOSEOUT.

- A. Progress Reports:
  - 1. To enable the Division to adequately evaluate the progress of the Agreement, the Grantee shall submit progress reports to the Division on a quarterly basis, with the due dates to be established by the Division. The progress reports shall be submitted on the form attached as exhibit "1-D" and shall contain a description of the work accomplished to date, the methods and procedures used, a detailed budget breakdown of expenditures to date, a statement of the impact of the project, and such other information as the Division may require.
  - 2. One copy of each progress report shall be submitted to the Division. Progress reports shall be due no later than 20 days after the end of each quarter during the term of this Agreement.
  - 3. The Division may require revisions or additional information to clarify progress reports.

- B. Final Report: The Grantee shall submit to the Division one copy of its Final Report, attached as exhibit "1-D-1", with its final Request for Payment, attached as exhibit "1-M", once the Division has determined that the project is complete. The Final Report shall include all of the information required for the progress reports as set forth in paragraph A of this Article III.
- C. Requests for Additional Information: At any time during the term of this Agreement and during the period of time during which Grantee must maintain records pursuant to Article VII, the Division, HUD or the New Mexico State Auditor may (i) request such additional documentation and information regarding Grantee's activities under this Agreement as they deem necessary to discharge their monitoring and compliance responsibilities, and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of work performed as well as Grantee's financial and other records concerning the CDBG program. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Division (or other entity making the request) in the request. Requests made pursuant to this paragraph D are in addition to and not in lieu of the progress and final reporting described in paragraphs A through C of this Article III.
- D. Project Closeout: Project closeout will occur upon "substantial completion" of the Project. "Substantial Completion" is defined as all five of the following being accomplished, as determined by the Division in its sole discretion: 1) full and satisfactory completion of all work and services; 2) submission to the Division of the Grantee's architect/engineer's letter of final acceptance or certificate of substantial completion relating to the project ("Certificate of Completion") with all deficiencies corrected; 3) official acceptance by the Grantee of all contracted work or services; 4) receipt and approval by the Division of the final reporting referred to in paragraphs B and C of this Article III; 5) clearance by the Division of all monitoring findings; and 6) completion of all the checklists and documents as set forth in chapter 5 of the CDBG Manual. Reimbursements can be withheld from the Grantee until the Division has determined substantial completion has been achieved.

#### ARTICLE IV - GRANT AMOUNT AND METHOD OF PAYMENT.

- A. Amount of Grant: In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Division shall pay to the Grantee a sum not to exceed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00). The funds are to be expended in accordance with the budget attached as Exhibit "1-C", which is incorporated by this reference as if set forth fully herein, and in accordance with the purposes designated in Exhibit "1-A". Grantee's expenditure of these monies shall not deviate from the line items of said budget without the parties executing an amendment in accordance with Article V.
- B. Amount of Administrative Costs: No more than three percent of the Grant funds actually disbursed pursuant to this Agreement for allowable expenditures may be used by the Grantee for its actual and reasonable administrative costs. The maximum amount of administrative costs under this Agreement shall not exceed Twenty two thousand five hundred dollars and no cents (\$22,500.00).

- C. The funds described in paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.
- D. All payments to Grantee will be made by the Division upon receipt of an official Request for Payment form, which must be accompanied by a transmittal letter and proper supporting documentation for all expenditures included in the Request for Payment. Requests for Payment may be disputed and withheld if, in the sole opinion of the Division, the Grantee has failed to fulfill its responsibilities under this Agreement. In cases of disputed Requests for Payment, the Grantee agrees that it alone is responsible to timely pay its contractors in compliance with the provisions of the Prompt Payment Act, NMSA 1978, Sections 57-28-1 *et seq.* ("Prompt Payment Act") and the agreements between the Grantee and such contractors.
- E. The Grantee will provide payment to contractors based upon eligible activities as described in exhibit "1-C". The Grantee understands and agrees that it alone is obligated to pay its contractor(s) in a timely manner consistent with the requirements of the Prompt Payment Act. The Grantee further understands and agrees that its obligation is independent of the Division's disbursement of Grant funds and that the Division is in no way responsible to make timely payments to contractors. The Grantee further understands and agrees that it will be responsible for any penalties or fines imposed upon the Division or attorney's fees incurred by the Division due to the Grantee's failure to comply with any provisions of the Prompt Payment Act.
- F. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(B) of the Prompt Payment Act, that the agreement between the Grantee and any contractor shall: 1) specifically provide in a clear and conspicuous manner for a payment within 45 days after submission of an undisputed request for payment; and 2) require the following legend to appear in clear and conspicuous type on each page of the plans including the bid plans and construction plans: "Notice of Extended Payment Provision: This contract allows the owner (Grantee) to make payment within 45 days after submission of an undisputed request for payment".
- G. The Grantee further agrees, in compliance with NMSA 1978, Section 57-28-5(C) of the Prompt Payment Act, that all construction contracts shall provide that contractors and subcontractors make prompt payment to their subcontractors and suppliers for amounts owed for work performed on the construction project within seven days after receipt of payment from the owner, contractor or subcontractor. If the contractor or subcontractor fails to pay its subcontractor and suppliers by first-class mail or hand delivery within seven days of receipt of payment, the contractor or subcontractor shall pay interest to its subcontractors and suppliers beginning on the eighth (8<sup>th</sup>) day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until payment is issued. These payment provisions apply to all tiers of contractors, subcontractors and suppliers.
- H. Pursuant to NMSA 1978, Section 57-28-8 of the Prompt Payment Act, ten days after the Certification of Completion is issued, (as defined in paragraph D of Article III), any amounts remaining due the contractor or subcontractor under the terms of the contract shall be paid upon the presentation of the following:
  - 1. A properly executed release and duly certified voucher for payment;

2. A release, if required, of all claims and claims of lien against the owner arising under and by virtue of the contract other than such claims of the contractor, if any, as may be specifically excepted by the contractor or subcontractor from the operation of the release in stated amounts to be set forth in the release; and
  3. Proof of completion.
- I. All CDBG expenditures shall be included in the Grantee's single audit for each fiscal year in which \$750,000 or more in federal funds are expended. Grantees are required to have an audit performed in accordance with Code of Federal Regulations Title 2, Subtitle A, Chapter II, Part 200, Subpart F (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards—Audit Requirements), which begins at 2 CFR, Section 200.500. Grantees must submit the audit to the Division within 30 days of the date the audit is approved by the New Mexico State Auditor. The threshold of \$750,000 is effective in fiscal years beginning on or after December 26, 2014. CDBG must be listed in the Schedule of Expenditures of Federal Awards (SEFA) as a funding source. The Division retains the right to recover funds from the Grantee for any disallowed costs based on the results of any interim or the final audit.
  - J. Requests for Paid Expenditures: If the Grantee is requesting reimbursement of expenditures it has already paid, and before the Division reimburses the Grantee for the expenditures, the Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid, and have been paid by the Grantee. In addition, actual receipts for the expenditures shall be appended to the Request for Payment form, which support the expenditures for which reimbursement is requested. Only expenditures for which there are actual receipts will be reimbursed by the Division.
  - K. Requests for Unpaid Expenditures: If the Grantee is requesting payment of expenditures it has incurred but not yet paid, the Grantee must request and receive written approval from the Division to utilize this payment method. Once approved, the Grantee shall pay such expenditures within three business days of receipt of funds from the Division. The Grantee's authorized signatory shall certify by signing and dating the Request for Payment form, which states that the expenditures are valid. The Grantee shall submit with the request for payment form, the appropriate bank statements, deposit slips and cancelled checks documenting the receipt and disbursement of funds.
  - L. Deficient Requests for Payment: The Division may disallow a Request for Payment, in whole or in part, in the event the Request for Payment is deficient. Examples of deficient Requests for Payment include the lack of required signatures, lack of required supporting documentation, computational errors, seeking reimbursement for unallowable costs, or questions concerning whether the reported expenditures are permissible under this Agreement and applicable law and regulations. If a Request for Payment is disallowed, in whole or in part, the Division shall return to the Grantee the disallowed Request for Payment and accompanying documentation, and will notify the Grantee in writing of the nature of the deficiency and what the Grantee must do to correct it.
  - M. Withholding Payment for Proper Expenditures: The Division shall withhold ten percent of the total amount of the Grant funds until project closeout. The Division may also withhold payment in the event the Grantee has failed to comply with the terms and conditions of this Agreement or applicable law and regulations. In such event, the Division shall give Grantee notice in writing of



such failure and the actions Grantee must take to come into compliance. Payment shall be released upon Grantee's subsequent compliance.

- N. All Requests for Payment shall be received by the Division within 30 days after the Agreement's termination date. The Division reserves the right to allow an extension to this requirement provided there are mitigating circumstances deemed acceptable to the Division. Any reimbursements made to Grantee for items or services that are unallowable under the terms of this Agreement or applicable law and regulations shall be immediately returned to the Division. If any unexpended funds remain after the conditions of this Agreement have been satisfied or after the termination date, the unexpended funds shall revert to the Division for disposition by the Council.

#### ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION.

- A. In accordance with 24 CFR 85.43, the Division, by written notice to the Grantee, shall have the right to suspend or terminate this Agreement if, at any time, in the judgment of the Division, the Grantee materially fails to comply with any term of this Agreement. The Division may demand repayment of all or part of the funds disbursed to the Grantee upon termination due to non-compliance.
- B. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- C. The terms and conditions of this Agreement can only be modified or changed by written amendment, executed by both the Division and Grantee. Any attempted oral modification of the terms and conditions of this Agreement shall be null and void and of no force or effect.

#### ARTICLE VI - COPYRIGHT AND PATENTS.

No report, map, or other document 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 VII - 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, all records required to be maintained under Federal law and regulations, and such other records as the Division may prescribe. The Grantee shall be strictly accountable for all receipts and disbursements under this Agreement and maintain fiscal records related to the Agreement in accordance with generally accepted accounting principles. The Grantee shall make all relevant financial and other program records available to the Division, HUD, and the New Mexico State Auditor upon request and shall maintain all such records for a period of not less than six years following project closeout.

ARTICLE VIII - REPRESENTATIVES; NOTICE.

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Jacob Stock  
 Title: Community Planner  
 Address: 102 Grant Ave  
 Santa Fe, NM 87501  
 Telephone: (505) 995-2737  
 E-mail: jlstock@santafecountynm.gov

Grantee may change the Grantee Representative by giving the Division written notice of such change, in accordance with paragraph C of this Article VIII.

- B. The Division hereby designates the person listed below as the official Project Manager responsible for overall administration of this Agreement, including compliance and monitoring of Grantee:

Name: Jacob Jones  
 Title: Project Manager  
 Address: Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501  
 Telephone: (505) 827-4963  
 E-mail: Jacob.Jones@state.nm.us

The Project Manager is the Division representative with the authority to approve on behalf of the Division all matters requiring Division approval under this Agreement. The Division may change the Project Manager by giving Grantee written notice of such change, in accordance with paragraph C of this Article VIII.

- C. Notices of suspension, termination, or any other matter under this Agreement shall be sent by e-mail, or regular mail addressed to the individual designated in or in accordance with paragraphs A and B of this Article VIII. In the case of notices sent by regular mail only, notices shall be deemed to have been given/received upon the date of the party's actual receipt or five calendar days after mailing, whichever shall first occur. A notice sent by e-mail only shall be deemed to have been given/received upon the date of the party's actual receipt.

ARTICLE IX - TERMS AND CONDITIONS.

Except to the extent HUD waives any Federal requirement or regulation, the Grantee shall abide by all applicable Federal and State laws, regulations and rules, policies, guidelines, and requirements with respect to the acceptance and use of Federal CDBG funds for this project, including but not limited to the following:

- A. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*).

B. The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time).

C. Construction Project Requirements:

1. The funding assistance authorized hereunder shall not be obligated or utilized for any construction activities until the Grantee has submitted to the Division a Request for Release of Funds and the Division has Issued to the Grantee the Authority to Use Grant Funds. The stated forms are included in the CDBG Manual.
2. The Grantee shall be responsible for assuring the Division that all plans and specifications and related addenda for construction projects comply with the Prompt Payment Act, and have been filed, reviewed and approved for adequacy and code and standards compliances by appropriate State agencies as may be required before a project is advertised for sealed construction bids. Evidence of any such filing, review and compliance shall be provided to the Division prior to bid advertisement. All subsequent change orders must be submitted to the Division for review and approval prior to execution.
3. Assistance from the State of New Mexico, Community Development Council, shall be acknowledged by project signs erected at the project site prior to and maintained during construction. Project signs shall include the "New Mexico Department of Finance and Administration" as the funding agency, the Governor's name, the Community Development Council members names, the name of the project's architect/engineer, the name of the project, the name of the Grantee, total cost of the project, and a listing of other financial participation by dollar amount from all sources. Project signs shall be weatherproof and shall be painted on one side with a background color of yellow with red lettering of  $\frac{3}{4}$ " thick, not smaller than 4' x 6' nor larger than 4' x 8', marine-grade plywood. Each sign shall be mounted on two 4" x 4" posts, with the bottom of the sign at least four feet above grade. The sign shall be mounted level at the location designated by the Grantee. The Grantee shall remove the sign upon completion of the construction project.
4. Acknowledgment of funding assistance from the CDBG Program shall be included on any permanent signs, plaques or other displays at facilities constructed with grant assistance.

D. Reversion of Assets: The Grantee agrees that upon the expiration of this Agreement, the Grantee shall transfer to the Division any funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee agrees that, upon expiration, any real property under the Grantee's control that was acquired or improved, in whole or in part, with CDBG funds (including in the form of a loan) in excess of \$25,000, shall continue to either: 1) be used to meet one of the national objectives in the Criteria for National Objectives, set forth at 24 CFR 570.208, until five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the Division; or 2) if not used in accordance with 24 CFR 570.208, then the Grantee shall, at the time of the change in use, pay the Division an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the Division. No payment is required after five years after expiration of this Agreement,

or for such longer period as determined to be approved by the Division.

- E. Program Income: The Grantee shall comply with the program income requirements set forth at 24 CFR 570.504(c). In addition, at the end of the program year, the Division may require remittance of all or part of any program income balances (including investments thereof) held by the Grantee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 security needs).
- F. Uniform Administrative Requirements: The Grantee shall comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.
- G. Other Program Requirements:
1. The Grantee shall carry out each activity in compliance with all Federal laws and regulations described in subpart K of the HUD regulations (found at 24 CFR 570.600 – 614, as may be amended from time to time), including, but not limited to, regulations relating to:
    - (a) Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063 (§570.601);
    - (b) Section 109 of the Act (prohibiting discrimination)(§570.602);
    - (c) Labor standards (§570.603);
    - (d) Environmental standards (§570.604);
    - (e) National Flood Insurance Program (§570.605);
    - (f) Displacement, relocation, acquisition, and replacement of housing (§570.606);
    - (g) Employment and contracting opportunities (§570.607);
    - (h) Lead-based paint (§570.608);
    - (i) Use of debarred, suspended, or ineligible contractors or sub-recipients (§570.609);
    - (j) Uniform administrative requirements and cost principles (referencing OMB Super Circular Uniform Guidance 2 CFR Part 200)(§570.610);
    - (k) Conflict of interest (§570.611);
    - (l) Executive Order 12372 (relating to water or sewer facility projects)(§570.612);
    - (m) Eligibility restrictions for certain resident aliens (§570.613); and
    - (n) Architectural Barriers Act and the Americans with Disabilities Act (§570.614).
  2. Notwithstanding any provision in Section G(1) of this Article IX to the contrary:
    - (a) The Grantee does not assume the Division's environmental responsibilities described in 24 CFR 570.604; and
    - (b) The Grantee does not assume the Division's responsibility for initiating the review process under the provisions of 24 CFR Part 52.
- H. Conflict of Interest: The Grantee shall comply with the conflict of interest provision set forth in 24 CFR 85.36 of the HUD regulations. 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 under this Agreement. Further, the contractor shall cause to be incorporated in all of its subcontracts for work funded under this Agreement the language set forth in this paragraph prohibiting conflicts of interest.

- I. Hatch Act: The Grantee shall comply with the provisions of the Hatch Act, which limits the political activity of employees.
- J. Federal Reporting: The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award management (SAM) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the *Financial Assistance Use of Universal Identifier and Central Contractor Registration*, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR Part 25) and Appendix A to Part 170 of the *Requirements for Federal Funding Accountability and Transparency Act Implementation*, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR Part 170).
- K. Procurement: The Grantee shall comply with the HUD Procurement (24 CFR Part 85.36), New Mexico State Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, and the purchasing regulations of the New Mexico General Services Department, State Purchasing Division.
- L. Compliance with New Mexico Administrative Code Rule: The Grantee shall comply with Rule 2.110.2 NMAC.
- M. Costs: The Grantee shall finance its share of the costs of the project, including all project overruns.
- N. Prior Approval: The Grantee shall submit all project-related contracts, subcontracts, agreements and subsequent amendments, funded in whole or in part with CDBG funds, to the Division for review and approval prior to execution. Disbursement of Grant funds is conditioned upon the Grantee's contracts, subcontracts and agreements complying with the requirements of Article IV of this Agreement. The Grantee shall provide the Division with any other project-related contracts, and agreements upon the Division's request.
- O. Compliance and Waivers: Except to the extent that the Division waives in writing any requirement contained therein, the Grantee shall abide by, and this Agreement incorporates all applicable provisions of, the Division's CDBG Manual, as it may be amended from time to time.

#### ARTICLE X - CERTIFICATIONS.

By signing this Agreement, the Grantee certifies the following requirements:

- A. Anti-Lobbying: To the best of the Grantee's knowledge and belief, the Grantee certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of

Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  3. It will require that the language of paragraphs A(1) and (2) of this Article X 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 all subrecipients shall certify and disclose accordingly.
- B. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
- C. Special Assessments: The Grantee certifies that:
1. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, except that;
  2. An assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources; and
  3. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.
- D. Excessive Force: The Grantee certifies that it has adopted and is enforcing the following:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction

- against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location, which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- E. Citizen Participation: The Grantee certifies that it has followed a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, and will continue to provide opportunities for citizen participation.
- F. Small Minority and Women's Business Enterprise: The Grantee certifies that 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.
- G. Section 3: The Grantee certifies that it shall comply with Section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.
- H. Overall Benefit: The Grantee certifies that the aggregate use of the Grant funds shall principally benefit persons of low and moderate income in a manner that ensures that at least seventy percent (70%) of the amount is expended for activities that benefit such persons.
- I. Drug Free Workplace: The Grantee certifies that it will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about –
    - (a) The dangers of drug abuse in the workplace;
    - (b) The Grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  3. Making it a requirement that each employee to be engaged in the performance of the Grant be given a copy of the statement required by paragraph I(1) of this Article X;
  4. Notifying the employee in the statement required by paragraph I(1) of this Article X that, as a condition of employment under the Grant, the employee will –
    - (a) Abide by the terms of the statement; and
    - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph I(4)(b) of this Article X from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under paragraph I(4)(b) of this Article X, with respect to any employee who is so convicted –
  - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs I(1) –(6) above.
- J. Compliance with Anti-discrimination Laws: The Grantee certifies that this Agreement will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.
- K. Compliance with Laws: The Grantee certifies that it shall comply with applicable laws.
- L. Subawards to Debarred and Suspended Parties: The Grantee certifies that it shall comply with 24 CFR 85.35 in that it must not make any award or permit any award (subgrant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 CFR part 2424.
- M. Local Needs Identification: The Grantee certifies that it has identified its community development and housing needs, including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.

#### ARTICLE XI - GENERAL ASSURANCES:

The Grantee represents and warrants that:

1. It has the legal authority to receive and expend the Grant funds and execute a CDBG program;
2. This Agreement has been duly authorized by the Grantee's governing body, 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.



3. This Agreement and the Grantee's obligations under this Agreement do not conflict with any law applicable to the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

ARTICLE XII - ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the Grantee and the Division. There are no promises, agreements, conditions, undertakings, warranties or representations, oral or written, expressed or implied, between them, other than what is herein set forth.

ARTICLE XIII - APPROPRIATIONS.

The Division's performance and liability under this Agreement is contingent upon sufficient authority and appropriations being granted to the Division by HUD and the Council.

ARTICLE XIV - GOVERNING LAW.

This Agreement shall be construed and governed by the substantive laws of the State of New Mexico, without giving effect to its choice of law rules, and applicable Federal laws and regulations.

ARTICLE XV - LIABILITY.

Each party shall be solely responsible for its own liability under this Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*

[This space intentionally left blank.]

SFC CLERK RECORDED 05/26/2021

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Agreement as of the date of signature by the Division below.

THIS GRANT AGREEMENT has been approved by:

Santa Fe County

[Signature]  
Chief Elected Official/Authorized Signatory

10/13/2020  
Date

Henry P. Royal  
Type or Print/Name

Approved as to form  
Santa Fe County Attorney  
By: [Signature]  
Date: 9/23/20

[Signature]  
Santa Fe County Finance Director 9/23/2020

ATTEST:  
[Signature]  
GERALDINE SALAZAR  
COUNTY CLERK

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

Brenda L. Suazo-Dila On behalf of Donnie Quintana  
Local Government Division Director 10/22/2020  
Date

SEE CLERK RECORDED 05/26/2021

**EXHIBIT 1-A****PROJECT DESCRIPTION**GRANTEE NAME Santa Fe CountyPROJECT NUMBER 19-C-NR-I-01-G-17GRANT AMOUNT \$750,000**PROJECT DESCRIPTION**

Santa Fe County will construct a regional well in Glorieta, NM as part of a system-wide capital improvement program to upgrade the Greater Glorieta Mutual Domestic Water Consumer Association's (MDWCA) infrastructure and water quality. The well will be located at the site of the MDWCA's existing well at 80 Avenida Ponderosa, Glorieta, NM 87535 or approximately 35.574079 latitude and -105.76012 longitude. This project will replace the existing well with a deep water supply well (at a depth of 1,200-1,500 ft. into the Madera formation) which will directly benefit the combined Glorieta Village and Estates communities as a long term water source to address the public health risk of elevated radium above drinking water standards, a regional water supply source for both communities in the near term, a potential water source of East Glorieta should that subsystem be physically connected in the future, and a source of system redundancy for emergency purposes. The project will include siting and drilling a hole approximately 14 in. in width and 1,200 ft. in depth into the Madera Formation and constructing a water supply well and appurtenances including a well head, pump, approximately 50 ft. of pipe and fittings to connect to the existing distribution system. The well and connections will be fenced and the area graded for positive drainage following construction of the well. A Preliminary Engineering Report, complete with a geologic formation study, has been completed.

**NATIONAL OBJECTIVE (from DFA/LGD approved survey)**

This project will benefit 535 total beneficiaries of which 53.46% are Low and Moderate Income (LMI).

**CASH MATCH and LEVERAGING (from CDBG Application)**

Santa Fe County will provide a 10 % Cash Match of \$ 75,000  
in addition to \$ 316,537 in leveraging.

SFC CLERK RECORDED 05/26/2021

## EXHIBIT 1-B

## PROJECT SCHEDULE

Grantee Name		Santa Fe County		Project Start Date		10/4/2020		Project Completion Date		10/4/2022							
CDBG Project Number		19-C-NR-1-01-G-17															
Project Description				1st Quarter		2nd Quarter		3rd Quarter		4th Quarter							
ADMINISTRATION/PROFESSIONAL SERVICES				Year: 2020		J	F	M	A	M	J	J	A	S	O	N	D
Milestones:												xxxx	xxxx	xxxx			
1. Organize and Set Up Files												xxxx	xxxx	xxxx			
2. Set Up CDBG Accounting												xxxx	xxxx	xxxx			
3. Complete Environmental Review Record												xxxx	xxxx	xxxx			
4. Prepare RFP/Notice for Professional Services												xxxx	xxxx	xxxx			
5. LGD Review/Approval of Engineering Agreement and Related Documents												xxxx	xxxx	xxxx			xxxx
DESIGN				Year: 2021													
Milestones:																	
6. Complete Plans/Specs and Bid Documents				xxxx		xxxx	xxxx	xxxx									
7. LGD Review/Approval of Plans/Specs and Bid Documents				xxxx		xxxx	xxxx										
8. Publish Bid Notice and Award Prime Contract				xxxx		xxxx	xxxx										
9. LGD Review/Approval of Prime Contract & Related Documents				xxxx		xxxx											
CONSTRUCTION/CLOSEOUT				Year: 2021													
Milestones:																	
10. Pre-Construction Conference									xxxx								
11. Issue Notice to Proceed									xxxx								
12. Construction									xxxx	xxxx	xxxx						
13. Final Inspection/Closeout												xxxx	xxxx	xxxx			xxxx

Entity Name: Santa Fe County		<input checked="" type="checkbox"/> Grant Agreement		CDBG \$ 750,000.00	
CDBG Project Number: 19-C-NR-I-01-G-17		<input type="checkbox"/> Grant Amendment		Other \$ 430,818.00	
Project Cost Activities	CDBG Funds	Project Funding Sources			Total Project Cost
		Other Sources	Cash Match	Leverage	
Administration (Contractual)	\$ -		\$ -		\$ -
Architect/Engineer	\$ -		\$ -	\$ 151,714.00	\$ 151,714.00
Other Professional	\$ -		\$ -	\$ 85,798.00	\$ 85,798.00
Inspection (Testing)	\$ -		\$ -		\$ -
Property Acquisition	\$ -		\$ -		\$ -
Property Rehabilitation	\$ -		\$ -		\$ -
Construction	\$ 750,000.00		\$ 75,000.00	\$ 118,306.00	\$ 943,306.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Totals:	\$ 750,000.00	\$ 75,000.00	\$ 355,818.00	\$ -	\$ 1,180,818.00

## EXHIBIT 1-D

### QUARTERLY PROGRESS REPORT

Grantee Name:

CDBG Grant Number:

Grant Execution Date:

Grant Expiration Date:

#### 1. Quarterly Accomplishments

CDBG Grantee's are required to report progress on their respective projects throughout the life of their grant (grant execution through closeout). Grantees must report on a quarterly basis and reports must be submitted within 20 days of the end of the quarter.

##### Reporting Deadlines:

<u>Quarters</u>	<u>Due Date</u>
Q1: January – March	April 20 <sup>th</sup>
Q2: April – June	July 20 <sup>th</sup>
Q3: July – September	October 20 <sup>th</sup>
Q4: October – December	January 20 <sup>th</sup>

A. The reporting period for this report is  20

B. Describe Tasks/Goals/Milestones accomplished during this quarter (include dates):

C. Describe any problems encountered or delays experienced during this quarter (if applicable). Also describe actions needed to resolve this (these) issue(s):

## 2. Quarterly Contracting Activity

CDBG Grantee's are also required to submit timely reports regarding contracts paid for (whole or in part) using federal funds, which include CDBG). This requirement is accomplished by submitting the "Contractor/Subcontractor Activity Report (Exhibit 1-E)". The document must be completed (or updated) after each subsequent contract. If a contract is executed during the quarter, Exhibit 1-E must be submitted with its corresponding progress report. Instructions for completing can be found in Exhibit 1-E-1.

A. The reporting period for this report is  20

B. Were any of the following contracts executed during this period?:

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
a. Administrative Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
b. Architect/Engineer Services	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
c. Construction	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
d. Construction (Subcontractors If applicable)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

C. If "Yes" to any of the above? (If "No" or "Not applicable", proceed to "3.")

☐ Yes

a. Exhibit 1-E submitted with progress report? ☐ Yes ☐ No

☐ No (Proceed to "3.")

## 3. Quarterly Federal Spending Activity

Federal spending demonstrates project progress both to DFA/LGD and HUD, so Grantees should utilize federal funds on a regular basis throughout the life of the grant. Projects not containing financial activity are considered "Slow Spenders" in the federal database which can jeopardize funding. To avoid being a Slow Spender, Grantees should not go more than 9 consecutive months without federal spending at any time during the project.

A. Grant Execution Date:

B. Has the Grantee expended CDBG dollars within 9 months of the grant execution?

☐ Yes

☐ No

☐ Not Applicable

a. If "Yes", how many months have passed since grant execution?  months  
(If "No" or "Not applicable", proceed to "C.")

C. Has more than 9 months passed since the most recent reimbursement for federal dollars?

☐ Yes

☐ No

☐ Not Applicable

a. If "Yes", how many months have passed since last pay request?  months  
(If "No" or "Not applicable", proceed to "4.")

**4. Quarterly Local Spending Activity**

Local spending also demonstrates project progress at the local level as well as DFA/LGD, however, HUD does not recognize these expenses until the project has been closed. Nevertheless, it is important to capture local spending activity during the reported quarter. Two documents are used to capture local spending during the quarter:

- *"Request for Reimbursement/Financial Status Report" (Exhibit 1-M)*

Used to request reimbursement as well as report local spending (Exhibit 1-Ms submitted without a request for reimbursement are assumed to be a "Financial Status Report").

- *"Cash Match/Leveraging Tracking Sheet" (Exhibit 1-J)*

Used to recognize and chronologically organize local expenditures. This document can be considered the "cover page" and should be accompanied by supporting financial documentation (invoices, pay applications, proof of payment, etc.)

A. Has the Grantee expended any non-CDBG dollars during this quarter?

☒ Yes

a. Exhibit 1-M submitted with progress report?

<u>Yes</u>	<u>No</u>
<input type="radio"/>	<input type="radio"/>
<input type="radio"/>	<input type="radio"/>

b. Exhibit 1-J submitted with progress report?

☐ No (If "No", proceed to "5")

**5. Section 3**

The Section 3 Summary Report (HUD 60002 / Exhibit 1-U) is required to be submitted with the Q4 quarterly report (October-December, due January 20 of the following year). Section 3 reports on economic opportunities for low- and very-low income persons as the result of federal funding. CDBG Grantees must complete this form as it pertains to the Grantee's hiring of Section 3 residents and businesses resulting from this CDBG project. The form consists of hiring and training Grantee employees, contracts awarded to businesses and Grantee efforts made toward benefiting economically disadvantaged persons (page 3 of the document has step-by-step instructions).

A. Is this report covering Q4 (October-December)?

☒ Yes

a. HUD 60002 / Exhibit 1-U submitted with progress report?

<u>Yes</u>	<u>No</u>
<input type="radio"/>	<input type="radio"/>

☐ No (If "No", proceed to "6")



## 6. Overview of Project Progress

Deadlines for completion of the project have been identified in the CDBG grant agreement. The purpose of comparing scheduled completion dates and action completion dates are to keep the project on schedule and identify opportunities for improvement.

Adopt federal and procurement plan requirements	10/3/20	
Set up CDBG accounting	6/25/20	
Environmental determination by LGD	6/25/20	
Environmental completed and submitted to LGD	7/15/20	
LGD issues "authority to use grant funds" (after 15 day public comment period)	10/26/20	
Submit RFP for professional services to LGD for approval	11/11/20	
LGD approves RFP	11/11/20	
Collect RFPs for professional services	12/2/20	
Execute contract with architect/engineer; submit to LGD	12/2/20	
LGD concurrence on architect/engineer contract	1/5/21	
Design project, complete plans, specs and bid docs	2/2/21	
Submit plans, specs and bid docs to project specific agencies	1/20/21	
Submit plans, specs and bid docs to LGD with agency approval(s)	2/15/21	
LGD approves plans, specs and bid docs	3/1/21	
Collect construction bids and award contract	4/1/21	
Pre-construction conference and notice to proceed	4/15/21	
Construction start date	%	0%
% of construction work complete	10/1/21	
Construction completion date	10/1/21	
LGD closeout monitoring review and on-site inspection	1/10/22	
Complete closeout checklist and submit final pay request		

### Certification

I hereby certify that the information contained in this progress report is correct and true to the best of my knowledge.

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Signature of Grantee Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 14/Financial Status Report

### hibit 1-M

Payment Request Number:

## II. Payment Computation:

- A. Grant Award
- B. Funds Received to Date
- C. Requested this Payment
- D. Grant Balance

### III. Report Period Ending

Expenditures This Request			Expenditures to Date	
Grant Funds	Match Funds	Total	Grant Funds	Match Funds
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
		\$0.00		
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

I certify that the above information is correct, expenditures are properly documented, and copies of all required documentation attached for this payment request are true and correct.

Authorized Signatory \_\_\_\_\_ Date \_\_\_\_\_

Print or Type Name \_\_\_\_\_

## Financial Status Report.

ment Division Use Only)

Division Project Representative \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT 1-D-1 FINAL REPORT

## CDBG Final Report

1. List other public/private funds used in conjunction with this project:

Public \_\_\_\_\_ Private \_\_\_\_\_ In-Kind \_\_\_\_\_

2. State/national objectives the project addresses: <Select National Objective>

If project addresses multiple objectives explain:

3. Indicate Project Impact by providing the following information, if applicable:

	Projected	Actual
Number of Housing Units Rehabilitated	_____	_____
Number of Jobs Created	_____	_____
Number of Jobs Retained	_____	_____
Number of Persons Served by Community Facilities	_____	_____

a. Type of Facility \_\_\_\_\_

b. Number of Facilities \_\_\_\_\_

4. a. Provide the total number of direct beneficiaries of this project:

Projected # \_\_\_\_\_ Actual # \_\_\_\_\_

Projected Minorities (if available) # \_\_\_\_\_ Actual Minorities (if available) # \_\_\_\_\_

- b. Indicate the number of low/moderate income persons benefiting from this project:

Total LMI beneficiaries = \_\_\_\_\_

Total Minority LMI beneficiaries (if available) = \_\_\_\_\_

- c. Indicate the percentage of low/moderate income persons benefiting from this project:

(total # LMI beneficiaries / actual # beneficiaries) = 0.00%

[(total # minority beneficiaries / actual # beneficiaries), if available] = 0.00%

- d. Indicate the dollar amount of funds directly benefiting low/moderate income persons:

(total amount of CDBG funding X percentage of LMI beneficiaries) = \$ \_\_\_\_\_

[(total amount of CDBG funding X percentage of minority LMI beneficiaries), if available] =

\$ \_\_\_\_\_

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**CDBG Final Report**

4. e. Total number of direct beneficiaries:

1. Ethnicity:

(a) Hispanic or Latino # \_\_\_\_\_  
 (b) Not Hispanic or Latino # \_\_\_\_\_

2. Race:

(a) American Indian or Alaskan Native # \_\_\_\_\_  
 (b) Asian # \_\_\_\_\_  
 (c) Black or African American # \_\_\_\_\_  
 (d) Native Hawaiian or  
     Other Pacific Islander # \_\_\_\_\_  
 (e) White # \_\_\_\_\_  
 (f) American Indian or  
     Alaska Native and White # \_\_\_\_\_  
 (g) Asian and White # \_\_\_\_\_  
 (h) Black or African American  
     And White # \_\_\_\_\_  
 (i) American Indian or Alaska Native  
     And Black or African American # \_\_\_\_\_

3. Gender:

(a) Male # \_\_\_\_\_  
 (b) Female # \_\_\_\_\_  
 (c) Female-Head of Household # \_\_\_\_\_

5. Indicate the amount of CDBG money used in the following categories.

	Projected	Completed
Community Infrastructure	_____	_____
Housing Rehabilitation	_____	_____
Public Service Capital Outlay	_____	_____
Economic Development	_____	_____
Administration (Planning Technical Assistance)	_____	_____

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**CDBG Final Report**

6. Based on the applicable national objective(s) identified in question #2, how did this project meet this requirement? Describe the need and impact of this project on the community as a whole and specifically on the LMI beneficiaries. Attach additional sheets if necessary.

7. Did any wage and/or overtime violations occur at any time during the grant?

☐ Yes

☐ No (skip to #8)

1. If "Yes", have all documents pertaining to wage/overtime violations been submitted to DFA/LGD?

☐ - Final Wage Compliance Report (Exhibit 4-R)

☐ - Employee Restitution Receipt(s) (Exhibit 4-R-1)

☐ - Federal and State Wage Violation Tracking Sheet (Exhibit 4-R-2)

☐ - UPDATED Contractor and Subcontractor Activity Form (Exhibit 1-E)

☐ - Overtime Violation Report (Exhibit 4-Q) [if applicable]

8. Grant Monitoring

Was an annual monitoring conducted by DFA/LGD for this project?

Yes

☐

N/A

☐

Was a closeout monitoring conducted by DFA/LGD for this project?

Yes

☐

No

☐

Certification

Under penalty of law, I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

\_\_\_\_\_  
Signature of Grantee Representative

\_\_\_\_\_  
Signature of Chief Elected Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FIRST AMENDMENT TO JPA NO. 2016-0223-PW/BT  
BETWEEN SANTA FE COUNTY AND THE  
GREATER GLORIETA COMMUNITY REGIONAL  
MUTUAL DOMESTIC WATER CONSUMERS AND SEWER WORKS ASSOCIATION**

**THIS FIRST AMENDMENT** is made and entered into this 28th day of April, 2021, by and between the County of Santa Fe ("County"), and the Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association ("Association").

**WHEREAS**, the County and the Association entered into a Joint Powers Agreement No. 2016-0223-PW/BT dated January 12, 2016, (the "2016 JPA") to provide for the expenditure of funds for the completion of certain improvements to the Association's water utility system; and

**WHEREAS**, the 2016 JPA was approved by the New Mexico Department of Finance and Administration on January 22, 2016; and

**WHEREAS**, the project under the 2016 JPA was to complete certain improvements to the Association's water utility system (the Improvements). The Improvements under the 2016 JPA were completed in 2015. In FY 2019, the County is the recipient of \$750,000 in Community Development Block Grant (CDBG) and the Association has secured \$260,000 in State Capital Outlay funds and \$787,227 in funds from the Water Trust Board (WTB Funds). The parties wish to use the CDBG, Capital Outlay, and WTB Funds to complete the construction of a deep well, replace worn water distribution lines, increase the number of fire hydrants and generally complete other improvements to the Association's water utility system; and

**WHEREAS**, Article 14 of the 2016 JPA (Amendment) allows amendments to be made by written agreement executed by the County, the Association and approved by the Secretary of the Department of Finance and Administration; and

**WHEREAS**, the County and the Association agree that the 2016 JPA should be amended to provide for the expenditure of the County's CDBG funds, the Capital Outlay funds and the WTB funds to complete the well and the other improvements to the Association's water utility system; and

**NOW THEREFORE**, it is agreed by the County and the Association that the 2016 JPA be amended as follows:

1. RECITALS, the following Whereas clause is inserted into the RECITALS:

**WHEREAS**, by the First Amendment to this JPA, the parties wish to amend this JPA No. 2016-0223-PW/BT to excise the common power to complete a well and other improvements to the Association's water utility system.

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2. Article 1 (General Purpose of the Agreement) is amended by inserting the following Article 1.A (First Amendment) to read:

Article 1.A  
Well and Appurtenances

1.A (1) By the First Amendment to this Agreement, the parties wish to state the agreement and understanding of the parties for the ownership and responsibilities for operation of certain additional improvements to the water utility system that serves the Village of Glorieta and the greater Glorieta region. With the acquisition of additional funding, the parties wish to complete additional improvements generally described as follows:

Replace an existing well with a regional deep well in Glorieta, NM, as part of a system-wide capital improvement program to upgrade the Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association's (GGMDWA) infrastructure and water quality. The well will be located at the site of the GGMDWA'S existing well at 80 Avenida Ponderosa, Glorieta, NM. This project will replace the existing well with a deep water supply well (at a depth of 1,200 to 1,500 ft. into the Madera formation) which will directly benefit the combined Glorieta Village and Estates communities as a long term water source to address the public health risk of elevated radium above drinking water standards, a regional water supply source for both communities in the near term, a potential water source of East Glorieta should that subsystem be physically connected in the future, and source of system redundancy for emergency purposes. The project will include siting and drilling a hole approximately 14 in. in width and 1,200 ft. in depth into the Madera Formation and constructing a water supply well and appurtenances including a well, head, pump, approximately 50 ft. of pipe and fittings to connect to the existing distribution system. The well and connection will be fenced and the area graded for positive drainage following construction of the well. A Preliminary Engineering Report, complete with a geologic formation study, has been completed.

The improvement shall also include the replacement of worn water distribution lines, increase the number of fire hydrants and upgrade customer curb shut-offs so that repairs can be made without damage to the meters.

- 1.A (2) The well and other improvements will be funded as follows:

County CDBG Grant	\$ 750,000.00	19-C-NR-I-01-G-17
GGMDWA Capital Outlay	\$ 260,000	SB 280
WTB Fund (GGMDWA)	\$ 787,227.00	WTB
<b>Total:</b>	<b>\$1,797,227.00</b>	

SFC CLERK RECORDED 05/26/2021

3. Article 2 (Ownership and Maintenance of Improvements) is amended by inserting the following as subpart 2.2.3 to read:

2.2.3 First Amendment Improvements. The improvements added to this Agreement by the First Amendment to JPA No. 2016-0223-PW/BT (the regional well and other improvements described in 1.A above), shall be owned jointly by the Association and the County. The County's contribution and ownership interest in the regional well and appurtenances shall be 42% and the Association's ownership interest shall be 58%.

4. Article 3 (Obligations and Duties of the Parties), is amended by inserting the following as subpart 3.3:

3.3 First Amendment Improvements Duties of the Parties.

(1) For CDBG Grant No. 19-C-NR-I-01-G-17 the County agrees to continue the duties under 3.1 (1) and (2) above.

(2) The Association agrees to continue the duties under 3.2 (2), (3), (4) and (6) above with respect to the County's CDBG Grant No. 19-C-NR-I-01-G-17.

5. Article 5 (Disposition of Property; Return of Surplus Funds), is amended by inserting the following to subpart 5.3:

(1) The procedure for conveying the improvements provided for in 5.3 above applies to the improvements provided for in the First Amendment to JPA No. 2016-0223-PW/BT.

6. Article 7 is amended by inserting a subpart 7.4 to read:

7.4 The parties agree that the improvements added to this Agreement by the First Amendment to JPA No. 2016-0223-PW/BT will be covered by the insurance required by 7.1, 7.2 and 7.3 above.

7. Article 12 (Governing Law), is amended by inserting a subpart 12.3 to read:

12.3 The parties agree and stipulate that County Resolution No. 2012-58 does not pertain to the completion of the improvements added to this Agreement by the First Amendment to JPA No. 2016-0223-PW/BT (regional well and appurtenances).

8. Article 13 (Notice) is amended by replacing the name "Anna Hamilton" with "Trent Botkin."

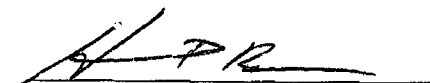
SFC CLERK RECORDED 05/26/2021



First Amendment to JPA No. 2016-0223-PW/BT

9. All other Articles and provisions of Joint Powers Agreement No. 2016-0223-PW/BT not specifically amended by this First Amendment shall remain in full force and effect.

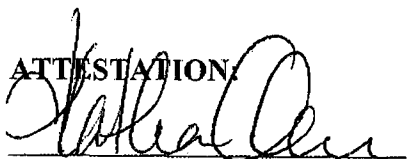
**SANTA FE COUNTY**



Henry P. Roybal, Chair  
County of Santa Fe Board of County Commissioners



**ATTESTATION**



Katharine E. Clark  
Santa Fe County Clerk

Date: 04/20/2021

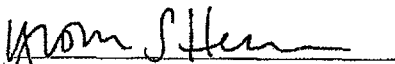
Approved as to form:

Roberta D. Joe for G.S.S.

Gregory S. Shaffer  
Santa Fe County Attorney

Date: March 26, 2021

Finance Division:



Yvonne S. Herrera  
Finance Director

Date: 3/29/2021

**GREATER GLORIETA COMMUNITY REGIONAL MUTUAL DOMESTIC WATER  
CONSUMERS AND SEWAGE ASSOCIATION**

Trent Botkin

Trent Botkin, President

Date: 3/30/2021

**NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION**

DocuSigned by:

Deborah K Romero

Deborah K. Romero, Secretary

Date: 5/13/2021

SFC CLERK RECORDED 05/26/2021