

**SANTA FE COUNTY  
RESOLUTION 2022- 111**

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

Whereas, the Board of County Commissioners meeting in regular session on December 13, 2022, did request the following budget adjustment:

Department / Division

Growth Management/Planning Division

Budget Adjustment Type (drop down): **Other**

Fiscal Year: 2023 (July 1, 2022 - June 30, 2023)

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
101	1465	380	01-00	INTERGOVERNMENTAL/JOINT POWER AGREEMENT	\$ 227,000	
<b>Total</b>					\$ 227,000	\$ -

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
101	1465	484	80-10	INFRASTRUCTURE (ROADS, BRIDGES, CULVERTS, ETC)	\$ 227,000	
<b>Total</b>					\$ 227,000	\$ -

Requesting Department Approval: Penny Ellis-Green Title: Growth Management Department Director Date: 11/28/2022 Log # 452

Capital/Grants Approval: Samuel L. Montoya Date: 12/6/2022

Finance Dept Approval: Monique Date: 12/5/2022

County Mgr Approval: [Signature] Date: 12/13/2022

Budget Administrator: Melissa R. Martinez Date: 12/05/2022

Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SFC CLERK RECORDED 12/28/2022**

**SANTA FE COUNTY**  
**RESOLUTION 2022-111**

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT**

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

<b>1</b>	Please summarize the request and its purpose in the area below.			
	In the laws of 2020, Chapter 81, Section 26, paragraph 117, the Legislature made an appropriation to the New Mexico Environment Department (NMENV) which made available, SAP 20-E2216-STB in the amount of \$227,000 for the Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association (Association) for the Greater Glorieta Regional Well project (GGRW). The drinking water project is aligned with Joint Power Agreement No. 2016-0223-PW/BT amendment #2 between the Santa Fe County and the Association to construct a new deep well (approx. 1,200 ft.) for the community to replace the existing contaminated well.			
<b>2</b>	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		Recurring	Non-Recurring
			<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>3</b>	Does this request impact a revenue source?			
			Yes	No
			<input checked="" type="checkbox"/>	<input type="checkbox"/>
	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? 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 type="checkbox"/>	<input checked="" 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"/>
	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 2022-111

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 13<sup>th</sup> Day of December, 2022.

Santa Fe Board of County Commissioners

Anna T. Hamilton  
Anna T. Hamilton, Chairperson

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

BCC RESOLUTIONS  
PAGES: 35

I Hereby Certify That This Instrument Was Filed for  
Record On The 28TH Day Of December, 2022 at 12:58:33 PM  
And Was Duly Recorded as Instrument # 2003915  
Of The Records Of Santa Fe County

ATTEST:

Katharine E. Clark  
Katharine E. Clark, County Clerk



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



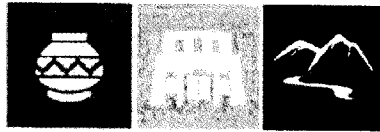
SFC CLERK RECORDED 12/28/2022

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**Henry P. Roybal**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Rudy N. Garcia**  
*Commissioner, District 3*



**SANTA FE COUNTY**

**Anna T. Hamilton**  
*Commissioner, District 4*

**Hank Hughes**  
*Commissioner, District 5*

**Gregory S. Shaffer**  
*County Manager*

October 17, 2022

Debbie Romero, Cabinet Secretary, Department of Finance and Administration  
407 Galisteo Street Room 180  
Santa Fe, New Mexico 87501

RE: Approval of Second Amendment to JPA No. 2016-0223-PW/BT

Dear Cabinet Secretary Romero,

Santa Fe County (County) is writing to respectfully request that you review and approve the Second Amendment to Joint Powers Agreement No. 2016-0223-PW/BT (JPA), which adds \$227,000 in Capital Outlay Funds (SAP 20-E2216-STB) and \$381,968 in Community Development Block Grant – Corona Virus (CDBG-CV) funds needed to construct a community well and water utility system improvements in Glorieta NM.


The JPA between the County and The Greater Glorieta Community Regional Mutual Domestic Water Consumers and Sewage Works Association (Association) was approved by the Department of Finance and Administration on January 22, 2016, and the first amendment to the JPA was approved on April 28, 2021. The amended JPA documented the total funding of \$1,797,227.

The County has since received the funding described above. The additional \$608,968 is necessary for the project cost/financing of the project. These additional funds bring the total project financing to \$2,406,195.

The Board of County Commissioners approved the Second Amendment to the JPA on October 12, 2022. We respectfully request your approval now.

Please contact Maxx PL Hendren at 505.995.2737 or [mhendren@santafecountynm.gov](mailto:mhendren@santafecountynm.gov) should you have any questions or desire additional information.

Sincerely,

  
Gregory S. Shaffer  
County Manager

Enclosure: Second Amendment to JPA No. 2016-0223-PW-BT, First Amendment to JPA No. 2016-0223-PW-BT, and Joint Powers Agreement No. 2016-0223-PW-BT

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:  
505-995-2740 [www.santafecountynm.gov](http://www.santafecountynm.gov)

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2022 OCT 17 PM 11:51

**cc:** Penny Ellis-Green, Director, Growth Management Department  
Robert Griego, Planning Manager, Growth Management  
Paul Olafson, Deputy Director Community Development  
Maxx PL Hendren, Senior Planner, Growth Management

2022 OCT 17 AM 11:51

**SECOND 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 SECOND AMENDMENT is made and entered into this 11th day of October, 2022, 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 by this Second Amendment to provide for additional funding in the total amount of \$608,968.00 to the County's CDBG funds and the Capital Outlay funds, to complete all the improvements contemplated under the JPA and

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

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

**WHEREAS**, by the Second Amendment to this JPA, the parties wish to amend this JPA No. 2016-0223-PW/BT to show additional funding for this project and to

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excise the common power to continue the completion of a well and other improvements to the Association's water utility system.

2. Article 1 (General Purpose of the Agreement), subpart 1.A (2) is amended by deleting the funding table in its entirety and replace with the following:

1.A (2) By the Second Amendment to this JPA, the well and other improvements for this project will be funded as follows:

Party	Amount	Grant Agreement/ funding source
County CDBG Grant Agreement	\$ 750,000.00	19-C-NR-I-01-G-17
Additional funds under CDBG Grant Agreement (County)	\$ 381,968.00	19-C-NR-I-01-G-17
GGMDWA Capital Outlay	\$ 260,000.00	SB 280-19-D2540 GF
GGMDWA Capital Outlay	\$ 227,000.00	SAP 20-E2216-STB
WTB Fund (GGMDWA)	\$ 787,227.00	WTB
Total:	\$ 2,406,195.00	

3. Article 2 (Ownership and Maintenance of Improvements) is amended by inserting the following as subpart 2.2.4 to read:

2.2.4 Second Amendment Improvements. Any additional improvements added to this Agreement by the Second Amendment to JPA No. 2016-0223-PW/BT, shall be owned jointly by the Association and the County. The County's contribution and ownership interest in the all improvements under this Agreement shall continue to be the County 47%, and the Association's to be 53%.

4. Article 3 (Obligations and Duties of the Parties), is amended by inserting the following as subpart 3.4:

3.4 Second Amendment Improvements Duties of the Parties.

(1) For the additional \$381,968.00 under CDBG Grant No. 19-C-NR-I-01-G-17, the County agrees to continue the duties under 3.1 above.

(2) For the additional \$227,000 in SAP 20-E2216-STB, the Association agrees to continue the duties under 3.2 above.

5. Article 7 is amended by inserting a subpart 7.5 to read:

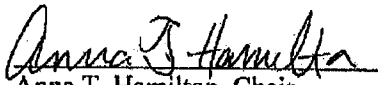
7.5 The parties agree that the any additional improvements added to this Agreement by the Second Amendment to JPA No. 2016-0223-PW/BT will be covered by the insurance required by 7.1, 7.2 and 7.3 above.

6. Article 12 (Governing Law), is amended by inserting a subpart 12.4 to read:

12.4 The parties agree and stipulate that County Resolution No. 2012-58 does not pertain to the continuation and completion of all the improvements under this Agreement, including those made by this Second Amendment to JPA No. 2016-0223-PW/BT.

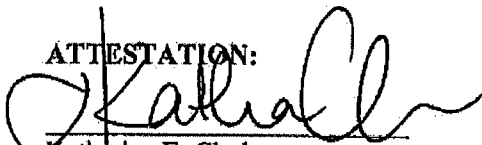
7. All other Articles and provisions of Joint Powers Agreement No. 2016-0223-PW/BT not specifically amended by the First Amendment and this Second Amendment shall remain in full force and effect.

**SANTA FE COUNTY**

  
Anna T. Hamilton, Chair

County of Santa Fe Board of County Commissioners

**ATTESTATION:**

  
Katharine E. Clark  
Santa Fe County Clerk

Date:

10/11/2022

Approved as to form:

Roberta D. Joe for J.Y.

Jeff Young  
Santa Fe County Attorney

Date: August 22, 2022

Finance Division:

  
Yvonne S. Herrera  
Finance Director

Date: 10/11/2022

SFC CLERK RECORDED 12/28/2022



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

Trent Botkin  
Trent Botkin, President

Date: 8/23/22

**NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION**

Deborah K. Romero, Secretary

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



**Michelle Lujan Grisham**  
Governor

**Howie C. Morales**  
Lt. Governor

**NEW MEXICO  
ENVIRONMENT DEPARTMENT**

**Construction Programs Bureau**  
Harold Runnels Building  
1190 Saint Francis Drive, PO Box 5469  
Santa Fe, NM 87502-5469  
Phone (505) 827-2806 Fax (505) 476-8656  
[www.env.nm.gov/construction-programs](http://www.env.nm.gov/construction-programs)



**James C. Kenney**  
Cabinet Secretary

**Jennifer J. Pruett**  
Deputy Secretary

November 16, 2020

Dear Grantee:

Enclosed is one executed original grant agreement for 2020. Please note the following requirements:

- The project status must be updated no less than monthly in the Capital Projects Monitoring System (CPMS). Please refer to Article VIII. for reporting requirements. Payment request forms now include certification that CPMS updates are complete; payments will not be processed if CPMS is not updated. CPMS can be accessed at <http://cpms.dfa.state.nm.us/Login.aspx>. For log in assistance, please contact:

Sarah Delarosa, Department of Finance and Administration Capital Outlay Bureau  
505-827-3696 or [sarah.delarosa@state.nm.us](mailto:sarah.delarosa@state.nm.us).

- The grantee must have executed contracts in place that have been submitted to your NMED Project Manager before submitting disbursement requests. The NMED Project Manager will prepare the Notice of Obligation based on the executed contracts. Once the Notice of Obligation is approved, invoices under that executed contract can be submitted for payment.

Thank You,

*Bertha Aragon*

Bertha Aragon, Program Administrator

SFC CLERK RECORDED 12/28/2022

**STATE OF NEW MEXICO  
DEPARTMENT OF ENVIRONMENT  
CAPITAL APPROPRIATION PROJECT  
GREATER GLORIETA CRMDWC & SW DRINKING WATER PRJT  
SAP 20-E2216-STB**

**THIS AGREEMENT** is made and entered into as of this [ 16 ] day of [ November ], 20[ 20 ], by and between the New Mexico Environment Department hereinafter called the "Department" or "NMED", and Greater Glorieta Community Regional MDW & SWA hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 26, Paragraph 117, 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**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

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

**AGREEMENT**

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

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

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

**SAP 20-E2216-STB (\$227,000.00) APPROPRIATION REVERSION DATE: June 30, 2024  
Laws of 2020 Chapter 81, Section 26, Paragraph 117, Two Hundred Twenty Seven Thousand Dollars (\$227,000.00):**

to plan, design, construct, purchase, equip and install a drinking water project for the greater Glorieta community regional mutual domestic water consumers and sewage works in Santa Fe county

The Grantee's total reimbursements shall not exceed Two Hundred Twenty Seven Thousand Dollars (\$227,000.00) minus the allocation for Art in Public Places<sup>1</sup>, if applicable, No Dollars (\$0.00) which equals Two Hundred Twenty Seven Thousand Dollars (\$227,000.00) (the "Adjusted Appropriation Amount").

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

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation 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." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional 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, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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; and
- (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 the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

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

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 submission 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 shall be governed by the following:

- 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 obligations.
- c. The Department may, in its sole and 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 2.
- d. The date the Department signs 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 to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

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 designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: New Mexico Environment Department  
 Name: Bertha Aragon  
 Title: Project Administrator  
 Address: Construction Program Bureau  
 NMED, Harold Runnels Building  
 P.O. Box 5469  
 Santa Fe, NM 87502

Email: [bertha.aragon@state.nm.us](mailto:bertha.aragon@state.nm.us)  
 Telephone: 505-670-3615

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by 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 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, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the

Department. It shall terminate on June 30, 2024 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, and 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 in 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, and such termination shall be effective 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 and absolute 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 sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the 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 and absolute 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 sole and 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. Database Reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. 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.



Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

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

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
  - (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.
- Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**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 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a Third-Party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a Third-Party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the Third-Party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a Third-Party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX 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 and the Deadlines set forth in Article IX herein. 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 State 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, as 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 "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (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,

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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 the Grantee 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 conflicts of interest, 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 their 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 or goods to be received, 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 sub awards, 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, 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 or the Department of Finance and Administration 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, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Greater Glorieta Community Regional MDW & SWA may immediately terminate this Agreement by giving Contractor written notice of such termination. The Greater Glorieta Community Regional MDW & SWA's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Greater Glorieta Community Regional MDW & SWA or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Greater Glorieta Community Regional MDW & SWA or the Department"

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following 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 New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Greater Glorieta Community Regional MDW & SWA may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Greater Glorieta Community Regional MDW & SWA’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

A. Throughout the term of this Agreement, Grantee shall:

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

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

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

**ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).**

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

acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF 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 SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

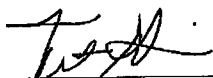
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Authorization Page

GREATER GLORIETA CRMDWC & SW DRINKING WATER PRJT SAP 20-E2216-STB  
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  
Greater Glorieta MDWCA

Entity Name

Trent Bokin

By:

(Type or Print Name)  
President

Its:

(Type or Print Title)

8/24/2020

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

Judith L. Kahl

Digitally signed by Judith L. Kahl  
Date: 2020.11.16 11:01:37 -0700

By:

Its: Cabinet Secretary or Designee

Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 1**

I. Grantee Information		II. Payment Computation	
A. Grantee: Greater Glorieta Community Regional MDW & SWA		A. Payment Request No.	
B. Address:		B. Grant Amount: \$227,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 20-E2216-STB		F. Reversion Amount (if Applicable):	
E. Project Title: GREATER GLORIETA CRMDWC & SW DRINKING WATER PRJT		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2024		H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)	
		I. <input type="checkbox"/> Final Request for Payment (if Applicable)	
III. Fiscal Year:			
(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)			
IV. <input type="checkbox"/>	<b>Reporting Certification:</b> I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.		
V. <input type="checkbox"/>	<b>Compliance Certification:</b> 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 or Fiscal Agent (if Applicable):		Grantee Representative:	
Printed Name:		Printed Name:	
Date:		Date:	
(State Agency Use Only)			
Vendor Code			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

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**SAMPLE NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

## Notice of Obligation to Reimburse Grantee [# 1]

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

TO: Department Representative: Andrea Telmo

FROM: Grantee: Greater Glorieta Community Regional MDW & SWA

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

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 20-E2216-STB

Grant Termination Date: June 30, 2024

As the designated representative of the Department for Grant Agreement number SAP 20-E2216-STB entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following Third-Party obligation executed, in writing, by the Third-Party's authorized representative:

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

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

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

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

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

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

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

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

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

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

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

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

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

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

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

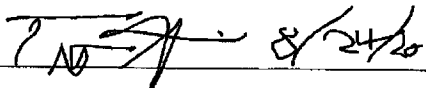
<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**NMED ATTACHMENT A**  
**NEW MEXICO ENVIRONMENT DEPARTMENT**  
**CONSTRUCTION PROGRAMS BUREAU**  
**PROJECT DESCRIPTION**

**Name of Grantee:** Greater Glorieta Community Regional MDW & SWA  
**Project Number:** SAP 20-E2216-STB

The funding will assist in funding the final phase of a three phase water infrastructure improvement project for the Greater Glorieta MDWCA. The final phase is split into two projects that will be completed simultaneously under one contract. The first project is the drilling of a new, deeper well to replace an existing shallower well that was contaminated. The second phase is installing a new distribution line to replace an older system.

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x  8/24/20

Official Representative/Date

x **Andrea Telmo**

Digitally signed by Andrea  
Telmo  
Date: 2020.08.27 07:57:59  
-06'00'

NMED Project Manager Approval/Date

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

**REVIEW**

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

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval prior to selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval prior to executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html).
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval before the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review prior to advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval prior to awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval prior to implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

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## **NMED OVERSIGHT**

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

## **CLOSEOUT**

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

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

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

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NMED Attachment C  
NMED Contact Information Sheet  
Project Number SAP 20-E2216-STB  
Grantee Greater Glorieta Community Regional MDW & SWA

Project Manager: Andrea Telmo  
Project Manager Address: 121 Tijeras Ave NE, Ste 1000  
Albuquerque, NM 87102  
Phone: 505-469-2687  
Email: [andrea.telmo@state.nm.us](mailto:andrea.telmo@state.nm.us)

Project Administration: Bertha Aragon  
Project Admin Address: 1190 St. Francis Drive S-2072  
Santa Fe, NM 87502  
Phone: 505-670-3615  
Email: [bertha.aragon@state.nm.us](mailto:bertha.aragon@state.nm.us)

For General Assistance, please call 505-827-2806 and ask for "Special Appropriations" or email:  
[NMENV-cpbsap@state.nm.us](mailto:NMENV-cpbsap@state.nm.us)

NEW MEXICO ENVIRONMENT DEPARTMENT  
CONSTRUCTION PROGRAMS BUREAU

## NMED ATTACHMENT D DISBURSEMENT REQUEST SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

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

Article IX.A. (u). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

☐ Article IX.A. (u). By checking this box you are certifying that the vendors associated with this request have been paid.

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

Signature of Authorized Official  X	Typed or Printed Name:	Phone:	Date:
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NMED Attachment E  
New Mexico Environment Department (NMED)  
Capital Appropriations Certification Document  
Article IX. A. (ii) and (iii)  
Project SAP 20-E2216-STB  
Grantee Greater Glorieta Community Regional MDW & SWA  
Payment Request No \_\_\_\_\_

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

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Official Representative, Signed Name, Printed Name, Date

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)  
Resolution 2020-06

Whereas, the Greater Glorieta MDWCA, County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as 20-E2216-STB.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

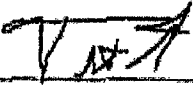
Trent Botkin, President or successor is authorized to sign the Grant Agreement and Promissory Note for this project, and

Trent Botkin, President, or successor is the OFFICIAL REPRESENTATIVES or ALTERNATE OFFICIAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact (*may have more than one*), and

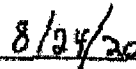
Samantha Ferguson, Treasurer or successor is the SIGNATORY AUTHORITY who is authorized to sign reimbursement requests only for this project. (*optional*)

PASSED, APPROVED, AND ADOPTED: YES.

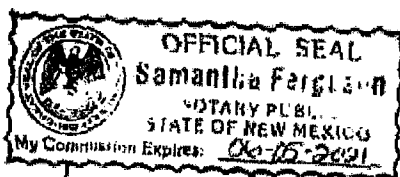
Trent Botkin, President GGMDWCA



(Signature)



Date

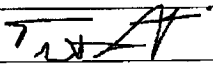
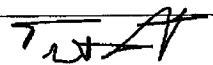
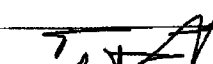
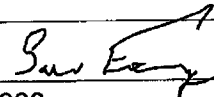


*Samantha Ferguson*

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**Name of Grantee:** Greater Glorieta Community Regional **Project Number:** 20-E2216-STB  
MDW & SWA

**Current Authorized Signatures** (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement			
Name	Trent Botkin	Name	
Title	President	Title	
Signature		Signature	
Address	7 Pine Haven Dr.	Address	
	Glorieta NM 87535		
Email	trentbotkin@gmail.com	Email	
Phone	5756442210	Phone	
All Other Documents			
Name	Trent Botkin	Name	
Title	President	Title	
Signature		Signature	
Address	7 Pine Haven Dr.	Address	
	Glorieta NM 87535		
Email	trentbotkin@gmail.com	Email	
Phone	5756442210	Phone	
Disbursements Only			
Name	Trent Botkin	Name	Samantha Ferguson
Title	President	Title	Treasurer
Signature		Signature	
Address	7 Pine Haven Dr.	Address	Box 233
	Glorieta NM 87535		Glorieta NM 87535
Email	trentbotkin@gmail.com	Email	skutskel@gmail.com
Phone	5756442210	Phone	8147717948