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JUN 14 2010

SOLID WASTE BUREAU

NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU

PROJECT # 10NT-15
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by the New Mexico Environment Department (NMED) and the **COUNTY OF SANTA FE (GRANTEE)** (collectively, the parties).

WHEREAS, the New Mexico Legislature has enacted the Recycling and Illegal Dumping Act, NMSA 1978, §§ 74-13-1, et seq. (Recycling and Illegal Dumping Act) creating the Recycling and Illegal Dumping Fund; and

WHEREAS, §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act authorized NMED to grant funds from the Recycling and Illegal Dumping Fund to abate illegal dump sites, for processing, transportation or recycling of all recyclable materials and scrap tires; and

WHEREAS, the GRANTEE is eligible, pursuant to the Recycling and Illegal Dumping Act § 74-13-17, for said grant funds and has applied for funds in the amount of **\$17,225**; and

WHEREAS, NMED is empowered pursuant to NMSA 1978, § 74-1-6, to enter into this agreement;

NOW THEREFORE, in consideration of the premises and mutual obligations of this agreement, the parties agree to the following:

ARTICLE 1 FUNDING

Pursuant to §§ 74-13-17 and 74-13-19 of the Recycling and Illegal Dumping Act, NMED grants funds in the amount of **SEVENTEEN THOUSAND TWO HUNDRED AND TWENTY FIVE DOLLARS (\$17,225)** to the GRANTEE for the execution of the project as referenced in Article 5 and defined in the Project Description (Exhibit A), "project." Such funds shall be paid as reimbursement for allowable costs as defined in Article 10.

ARTICLE 2 EFFECTIVE DATE AND TERMS OF AGREEMENT

This grant agreement shall become effective upon execution by NMED's Secretary and shall expire on **6/30/11**, if not earlier terminated as provided in Article 17 of this grant agreement. No funds shall be expended nor work undertaken unless and until this grant agreement is executed by the Secretary of NMED.

If the project cannot be completed within the time period set forth in the preceding paragraph, the GRANTEE shall notify NMED in writing at least thirty (30) days prior to the expiration date of this grant agreement. NMED shall, at its sole discretion, determine whether to amend this grant agreement to extend its term.

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

- A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after **JULY 1, 2010 AND/OR AFTER A PURCHASE ORDER IS ISSUED.**

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the project may exceed \$17,225 and, in such event, the GRANTEE shall contribute the difference between the total cost of the project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5(B) of this grant agreement.

ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit "A", the Budget, attached as Exhibit "B", the Work Plan and Schedule, attached as Exhibit "C", if applicable, the Mechanism for Non-recurrence, attached as Exhibit "D", and the Work / Reimbursement Schedule, attached as Exhibit "E".

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) amendment of the grant agreement if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarterly reports shall:

1. be in narrative form and adequately summarize the quarter's project activities;
2. summarize the project's progress, status, and milestones;
3. include revised workplans or timelines as necessary;
4. include a description of any issues that may hinder timely completion of the project and proposed solutions;
5. include a discussion of future project activities;
6. Quarterly reports shall include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this grant agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

A. Copies of all executed contracts that the GRANTEE entered into prior to this grant agreement and that are related to this project shall be submitted to NMED for review and, if applicable, approval.

B. Request for Proposals (RFP) for professional services and/or other services shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-21 et seq, if applicable. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the hiring process to be used and the RFP, if applicable, to NMED for review and approval prior to selecting professional services. If, for any one circumstance, professional fees will exceed \$50,000, excluding gross receipt taxes, the GRANTEE shall contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 881-1257, fax (505) 830-1670, and e-mail ptab@acecnm.org.)

C. Any pre-existing agreements for professional services that the GRANTEE proposes for use on the project shall be submitted to NMED for approval prior to any performance or expenditure, if deemed necessary by NMED.

D. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared by a registered New Mexico Professional Engineer.

E. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED's decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.

F. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same fiscal year as the costs are incurred (fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED no later than July 30, or as instructed by the grant administrator.

G. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for this project.

H. The project will not be considered complete until the work as defined in this grant agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted

as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the project. Approval by NMED does not relieve the GRANTEE of any legal responsibilities.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

ARTICLE 8 OPERATION AND MAINTENANCE

The GRANTEE shall perform all operation and maintenance of the project.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this grant agreement is authorized prior to execution of this grant agreement.

B. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this grant agreement is authorized prior to receipt by NMED of a State Purchase Order.

C. For satisfactory performance of all work and services required under the terms of this grant agreement, NMED shall reimburse the GRANTEE for actual costs incurred, up to the limit set forth in Article 1. The GRANTEE may submit requests for reimbursement at its discretion, but not more than once in any thirty (30) day period, during the term of this grant agreement. NMED shall reimburse the GRANTEE when NMED determines, at its sole discretion, that expenditures have been properly documented. Copies of all applicable paid vouchers shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be submitted using forms provided by NMED and shall be accompanied by appropriate documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B).

D. Interim payments may be made as the work progresses. The GRANTEE shall prepare and certify requests for reimbursement for interim payments. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the signatory authority as designated in Article 21. A transmittal letter shall be included with each reimbursement request. All reimbursement requests shall be prepared and submitted using the NMED-approved format.

E. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

F. When multiple funding sources are used to complete the project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

G. Any grant funds which remain unexpended after all conditions of this grant agreement have been satisfied will revert to the Recycling and Illegal Dumping Fund.

H. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

I. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the project is at least 90% complete. This amount may be withheld by NMED pending final project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the project by NMED. Final project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The project will not be considered complete until the work as defined in this grant agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

J. If grant funds are used for the purchase of used equipment, final payment will be made after approval by NMED of appraisal reports and equipment title for used equipment, if deemed necessary by NMED.

K. Upon project completion, final payment shall be made after the final inspection has been conducted by NMED and, if the GRANTEE has contracted or subcontracted with others, the following, unless waived by NMED, have been reviewed and approved by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority.
2. A certification of project acceptance prepared by the GRANTEE stating that work has been satisfactorily completed and all contractors have fulfilled all of the obligations required under the contract documents with the GRANTEE.
3. For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification letter by the GRANTEE that the Labor Standards Contract Provisions have been met.
4. Complete and legally effective release or waivers (satisfactory to the GRANTEE), of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu of, and as approved by the GRANTEE, contractor(s) may furnish receipt or releases in full, and 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.
5. A written consent of the surety, if any, to final payment.

6. 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 is processed by NMED.

L. Upon project completion, final payment shall be made after a final report has been submitted to NMED. The final report shall include at least the following:

1. A narrative description of the project including photographs of the project, including before and after photographs if applicable.
2. A list of all major equipment and the cost of such equipment purchased under the terms of this grant agreement.
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this grant agreement.
4. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this grant agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses, (including grant application preparation), costs of GRANTEE employees not directly employed in the Tire Recycling Program, late fees, interest or penalties, and in accordance with Article 23, Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this grant agreement. The project site and GRANTEE facilities that are in any part the subject of this grant agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the agreement period and for a period of six (6) years from date of final payment. If, upon expiration or termination of this agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this grant agreement until such questions are

resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts let by the GRANTEE and costs that are to be claimed for reimbursement.

ARTICLE 13 CERTIFICATION

By signing this grant agreement the GRANTEE gives assurance and certifies that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement.

- B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this grant agreement. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed grant agreement.

- C. The GRANTEE will provide all necessary qualified personnel, material, and facilities to implement the project described in this grant agreement.

- D. The GRANTEE will comply with federal, State and local regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this project.

- E. When real property, easement, or other right to use 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 title pertaining to such property, easement, or rights-of-way to NMED.

- F. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project assisted under this agreement. The GRANTEE will incorporate in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.

- G. Assistance from the State of New Mexico will be acknowledged on all project signs that acknowledge project funding sources. The project signs will include the name of the project, the name of the GRANTEE, total cost of the project and a listing of the financial participation by dollar amount from all sources.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE covenants that it will take affirmative action to ensure that the project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract entered into by the GRANTEE and its contractors.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this grant agreement. If GRANTEE is not in compliance with these requirements during the life of this grant agreement, GRANTEE agrees to take appropriate steps to correct any deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive agreement between the GRANTEE and NMED with respect to the Project. This grant agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this grant agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this grant agreement if at any time in the judgment of NMED the terms of the grant agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This grant agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, for missing three consecutive quarterly report deadlines, mutually agreed upon work plan dates, or any other reason as determined by NMED.

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the contract.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

The GRANTEE acknowledges that the New Mexico Legislature, in its sole discretion, may extend, shorten, cancel or otherwise modify this grant agreement at any time during the term of this grant agreement.

ARTICLE 18

APPROPRIATIONS

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

ARTICLE 19

GENERAL: LIABILITY

As between NMED and the Grantee, each party shall be responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees in the performance of this grant agreement, subject in all instances to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 et seq., and any amendments thereto.

ARTICLE 20

NMED REPRESENTATIVE / SIGNATORY AUTHORITIES

NMED hereby designates the person(s) listed below as the official NMED Representative(s) responsible for overall supervision of the Project and the official NMED Signatory Authority(s).

NMED REPRESENTATIVE(s)

Name: Tim Gray Phone: (505) 827-0129 E-mail address: tim.gray@state.nm.us

Address: 1190 Saint Francis Dr. # S2050, PO Box 5469, Santa Fe, New Mexico 87502-5469

NMED SIGNATORY AUTHORITY(s)

Name: Ron Curry Phone: (505) 827-2885
Secretary

Address: 1190 Saint Francis Dr. # S2050, PO Box 5469, Santa Fe, New Mexico 87502

ARTICLE 21

GRANTEE REPRESENTATIVE / SIGNATORY AUTHORITY

The GRANTEE hereby designates the person(s) listed below as the official GRANTEE Representative(s) responsible for overall supervision of the Project and the official GRANTEE Signatory Authority(s).

GRANTEE REPRESENTATIVE(s)

Name: Mia Barela Phone: (505) 992-3025 E-mail address: mbarela@co.santa-fe.nm.us

Address: PO Box 276, Santa Fe NM 87504

GRANTEE SIGNATORY AUTHORITY(s)

Name: Roman Abeyta Phone: (505) 986-6500 E-mail address: rabeyta@co.santa-fe.nm.us

Address: PO Box 276, Santa Fe NM 87504

GRANTEE RESPONSIBLE FINANCIAL OFFICER

Name: Teresa Martinez Phone: (505) 995-2780 E-mail address: tsanchez@co.santa-fe.nm.us

Address: PO Box 276, Santa Fe NM 87504

ARTICLE 22

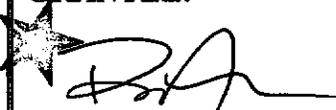
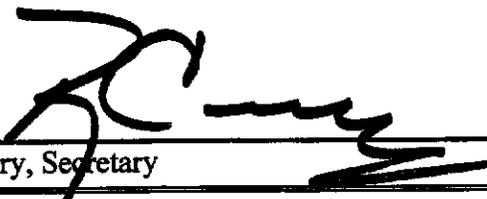
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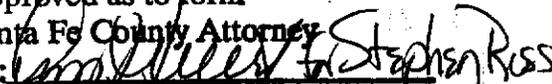
The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 23

SPECIAL TERMS AND CONDITIONS

None.

GRANTEE:	
	6/14/10
GRANTEE, title	Santa Fe County Manager Date
GRANTEE Responsible Finance Officer:	
	6/11/2010
GRANTEE Responsible Finance Officer, Title	SFC Finance Director Date
NMED:	
	6/17/10
Ron Curry, Secretary	Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 4 June 2010

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - NON TIRE GRANT #10NT-15

NAME OF GRANTEE: SANTA FE COUNTY

The New Mexico Environment Department shall use Recycling and Illegal Dumping Funds to reimburse the County of Santa Fe for expenditures incurred for the clean up of the illegal dumping and fencing at Camel Tracks.

Reimbursable expenses include the cost of concrete, fencing, and gates.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND – NON TIRE GRANT #10NT-15

NAME OF GRANTEE: SANTA FE COUNTY

CLASSIFICATION	NMED FUNDS	OTHER SOURCES	TOTAL
Professional Services			
Contractual Services			
Construction Costs			
Transportation			
Equipment	\$17,225	\$374.64	\$17,599.64
Other Costs (Specify)		\$30,952	\$30,952
Contingency			
TOTAL:	\$17,225	\$31,326.64	\$48,551.64

Specify Other Costs Noted Above	Staff Salaries
Identify Sources of Other Funds or Services Including In-Kind Match	In kind

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND – NON TIRE GRANT #10NT-15

NAME OF GRANTEE: SANTA FE COUNTY

ITEM	YEAR 2010												YEAR 2011											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Clean up Illegal Dumpsite								X																
Install Fencing											X													
Install Signs											X													

**EXHIBIT D
MECHANISMS FOR NON-RECURRENCE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND – NON TIRE GRANT #10NT-15

NAME OF GRANTEE: SANTA FE COUNTY

Santa Fe County will install fencing and signs to prohibit future illegal dumping at this site

**EXHIBIT E
WORK / REIMBURSEMENT REQUEST SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - NON TIRE GRANT #10NT-15

NAME OF GRANTEE: SANTA FE COUNTY

3 MONTH REPORTING PERIOD	1st THREE MONTH PERIOD	2nd THREE MONTH PERIOD	3rd THREE MONTH PERIOD	4th THREE MONTH PERIOD
TASKS EXPECTED TO BE COMPLETED DURING PERIOD		Install fencing and signs		
EXPECTED STATUS OF TASKS PROPOSED TO BE IN PROGRESS DURING PERIOD (list all applicable)				
AMOUNT OF FUNDS ESTIMATED TO BE EXPENDED DURING PERIOD		\$17,225		