

LEADS GRANT FY19 – Santa Fe County

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico Economic Development Department, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary, hereinafter referred to as the SECRETARY, and Santa Fe County hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Department of Economic Development has appropriated and authorized the DEPARTMENT who has established the Local Economic Assistance & Development Support Program (LEADS) to facilitate the recruitment, retention/expansion, and creation of economic based jobs to qualified communities.

WHEREAS, LEADS encourages and supports New Mexico communities in their efforts to create new jobs, emphasizes the importance of recruitment and retention/expansion and start-up activities; develop the tax base and encourage business development; and

WHEREAS, the assistance provided by this initiative will result in job creation and in turn increase community pride, and long-term, sustained success that will improve the community's and the State of New Mexico's overall economic condition far in excess of the State's contribution. The DEPARTMENT has allocated **Eight Thousand Dollars (\$8,000.00)** to the GRANTEE.

NOW, THEREFORE:

ARTICLE I – SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT, **attached hereto as Exhibit A** and made a part of this Agreement. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.
- B. The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any

funds found to be expended for other purposes shall be repaid to the DEPARTMENT.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before **June 30, 2019**.
- B. In the event that, due to unforeseen circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement, in order that the GRANTEE and the DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III – PROJECT DELIVERABLES

- A. **Due Date for GRANTEE to Sign/Return Grant Agreement Copies** –The GRANTEE will receive a copy of grant agreement via e-mail and will be asked to print, sign, and return (3) original documents to the DEPARTMENT by the date specified in the e-mail correspondence. (The Grantee is typically given 15 working days to return the signed grant agreements.) Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. **Due Date for GRANTEE to Submit Invoice for Payment to Department**
The DEPARTMENT will send an e-mail notifying the GRANTEE that the grant agreement has been fully executed and will be mailed out. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. Upon notification by NMEDD that the final report and any required deliverables have been accepted, Grantees may request payment for the grant award by submitting an invoice for reimbursement. Invoices must be received on or before **May 2, 2019**. **No more than two (2) reimbursements will be made during the project.** The DEPARTMENT will request that an invoice be submitted electronically to the DEPARTMENT. (The Grantee is typically given 15 working days to submit the invoice to the Department via e-mail submission.) Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award.
- C. **Final Report**
 - Upon completion of the Scope of Work, Applicant must submit a final report to the Department. Final reports must be received on or before **May 1, 2019**. The final report will include project costs, the use of LEADS funds and matching

funds; measures of project outcomes; and a description of project impact on the community. A template for this report will be sent to all grantees via e-mail. In order that the DEPARTMENT may adequately evaluate the outcome of the Grant Agreement, failure to submit this report by the requested deadline could jeopardize future funding.

- Grantees will provide NMEDD with documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE’S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed **Eight Thousand Dollars (\$8,000.00)**. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. It is understood and agreed that the GRANTEE’S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. All expenditures shall be included in the GRANTEE’S single audit for each fiscal year in which funds are expended. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.
- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, said unexpended funds shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI - APPROPRIATIONS

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

ARTICLE VII – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in Local Economic Assistance & Development Support Program Policy and Procedures Manual for FY 2019, and it understands that failure to do so could result in forfeiture of the grant award and permanent disqualification from the LEADS Program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the GRANTEE to administer this Agreement, along with all understandings and assurances contained therein;
- D. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
- E. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of enforcement of responsibilities as such an official.
- F. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be

incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

- G. It will give an authorized representative of the DEPARTMENT, access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.
- H. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- I. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- J. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VIII – COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the GRANTEE.

ARTICLE IX – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

ARTICLE X – SPECIAL TERMS AND CONDITIONS

The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved project.

**Santa Fe County
Chris Hyer, Economic Development Manager
102 Grant Avenue
Santa Fe, NM 87501
505-995-2728
ckhyer@santafecountynm.gov**

ARTICLE XI – OTHER SPECIAL TERMS AND CONDITIONS

None.

Local Economic Assistance & Development Support Program (LEADS)

EXHIBIT A

PROJECT DESCRIPTION

Name of Grantee: Santa Fe County

Amount: \$8,000.00

Scope of Work:

La Bajada Ranch Incubator

Santa Fe County, working closely with New Mexico Wine, NMSU and NMDA, will Amend the contract that produced the feasibility study to continue to generate a business plan and funding strategy for the Wine Incubator/Coop. The creation of the business plan will begin from examining other wine facility business plans from across the country and narrow the successful elements into an understandable model. From this knowledge an analysis will be performed on how value added services can best be operated while maintaining a sustainable facility.

An additional characteristic will be an educational component. Santa Fe Community College (SFCC) is starting their Viticulture and Enology Science and Technology Alliance (VESTA) program and intend on partnering with the County in using this facility as a learning lab for colleges' students, while sustaining the incubator/co-op services.

The final business plan will outline the appropriate scale or size for the vineyard/winery and the ways that the incubator project could best facilitate industry expansion and growth. As the facility must be self-sufficient, the contractor will recommend how and where to find capital to bring the facility to production then recommend strategies for maintaining its operation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT "DEPARTMENT"

By: [Signature]
"DEPARTMENT" Cabinet Secretary / Designee

Date: 22 Aug 2018

Approved: David Mathews General Counsel 20 Aug 2018

ACCEPTED AND AGREED:

SANTA FE COUNTY "GRANTEE"

By: [Signature]
"GRANTEE"

Date: 8/14/18

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 8-9-18

[Signature]
Finance Director
8/10/18

RECEIVED
AUG 20 REC'D [Initials]
Economic Development
Office of the Secretary



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Economic Development Dept.
1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Dispatched

Dispatch Via Print

Purchase Order 41900-0000009056	Date 08-24-2018	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Chris P. Romero	Phone	Currency USD

Supplier: 0000054297
SANTA FE COUNTY
FINANCE DIVISION/ACCOUNTS
RECEIVABLE
P O BOX 276
SANTA FE NM 87504-0276
United States

Ship To: 1100 St. Francis Drive
Warehouse
Santa Fe NM 87504
United States

Bill To: 1100 St. Francis Drive
Joseph Montoya Bldg
Santa Fe NM 87505-4147
United States

Origin: EXE **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY19 LEADS; Santa Fe County. Grantee will facilitate the recruitment, retention/expansion, workforce development and creation of economic based jobs to qualified communities.	1.00	EA	\$8,000.00	\$8,000.00	08/24/2018

41900-18900-2010000000-547440- - - -119-C0000

Schedule Total \$8,000.00

Item Total \$8,000.00

Total PO Amount \$8,000.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature



