

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 Finance and Administration has appropriated and authorized the DEPARTMENT to grant state funds for the Department's Certified Communities Initiative (CCI) to facilitate the recruitment, retention/expansion, and creation of economic based jobs to qualified communities; and

WHEREAS, CCI encourages and supports New Mexico communities in their efforts to create new jobs, the initiative emphasizes the importance of recruitment, as well as retention/expansion and start-up activities. 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. Thereafter, The DEPARTMENT has allocated **\$ 5,000.00 (Five Thousand Dollars)** 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.
- 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 become effective as of **July 1, 2011**, and shall terminate on or before **June 30, 2012**.
- B. In the event that, due to unusual 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) copies 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, and requesting that an invoice be submitted electronically to the DEPARTMENT by the date specified in the e-mail correspondence. (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. **Completed Land and Building Inventory and Community Profile**  
The Grantee must complete the Land and Building Inventory and the Community Profile and return to the Department via e-mail submission by **September 30, 2011**. The document templates are accessible on the Department's website at [www.gonm.biz](http://www.gonm.biz). These documents must be received by the Department prior to the community receiving payment of the grant award.
- D. **Final Report**  
In order that the DEPARTMENT may adequately evaluate the outcome of the Grant Agreement, the GRANTEE shall be required to provide a year-end report to the DEPARTMENT, which will be due by **July 16, 2012**. The reporting template is accessible on the Department's website at [www.gonm.biz](http://www.gonm.biz). Failure to submit this report by the requested deadline could jeopardize future CCI funding.

#### 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 **\$5,000.00 (Five Thousand Dollars)**. 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 Certified Communities Initiative Policy and Procedures Manual for FY 2012, and it understands that failure to do so could result in forfeiture of the grant award, revocation of CCI designation, and permanent disqualification from the CCI 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. This Grant Agreement will be conducted and administered in conformity with the regulations, policies and uniform administrative requirements and standards of OMB Circular Nos. A-102 and attachments; A-87, Principals of Determining Costs Applicable to Grants and Contracts with State, Local Governments; A-133 Audits of State and Local Governments, and with the Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments as may apply under 24 CFR Part 85 to the acceptance and use of this state assisted program.
- G. 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.

- H. It will comply with the provisions of the Hatch Act which limits the political activity of employees;
- I. 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.
- J. 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.
- K. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- L. 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.

**Duncan Sill,**  
Santa Fe County  
P.O. Box 276  
Santa Fe, NM 87504-0276  
(505) 995-2728  
dsill@co.santa-fe.nm.us

ARTICLE XI – OTHER SPECIAL TERMS AND CONDITIONS

None.

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

ACCEPTED AND AGREED:

**NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT**

WLS

By: Barbara Brazil  
Department Cabinet Secretary/Designee

Date: 9-12-11

ACCEPTED AND AGREED:

**SANTA FE COUNTY**

By: Katherine Miller  
Katherine Miller, County Manager

Date: 9-2-11

**DEPARTMENT OF TAXATION AND REVENUE**

The GRANTEE is exempt from payment of New Mexico Gross Receipts Taxes.

CRS # 01-505911-001

By: Julia Arco

Date: 9/10/11

Approved as to form  
Santa Fe County Attorney

By: Luis Enriquez  
Date: 8/29/11  
LE

EXHIBIT A

PROJECT DESCRIPTION

Name of GRANTEE: **SANTA FE COUNTY**

Amount: \$5,000.00

Scope of Work:

1. In support of Santa Fe County Economic Development and in partnership with local and regional higher education institutions, provide internship opportunities to student(s) with interest and aptitude towards community-based economic development initiatives.  
(\$4,250)

The primary activities will:

- a. Assist in maintaining and updating economic data and perform preliminary analysis including inventory, resource guide, incentives/cost/benefit, feasibility and investment scenarios relevant to County and regional economic development activities related to critical economic infrastructure, cluster targeted industry, workforce development and business services (retention, attraction and expansion);
- b. Prepare and develop marketing material, including collateral information and websites for promoting County and regional economic development initiatives;
- c. Assist with regional economic and community development partnership with existing and developing initiatives, including, but not limited to, collaboration with City of Santa Fe Economic Development and Regional Economic Development Initiative.

Leverage: Staff will align resources in cooperation with City of Santa Fe to achieve and maximize the objectives of this scope of work to capitalize the regional return on investment.

2. Production of marketing and outreach material and related supplies. (\$750.00)

*And other related projects not included in above scope of work but approved by DEPARTMENT.*

*Purpose: Through the implementation of the above-mentioned scope of work, the grantee will facilitate the recruitment, retention/expansion, and creation of economic-base jobs to qualified communities.*

**Total Estimated Budget: \$5,000.00**