Agenda

Regular Meeting of the Governing Body
February 12, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel. Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, as follows:

- Internet: Join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet. Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
- Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: US: 1 (346) 248-7799 - Webinar ID: 844 7210 2374. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
    a. Councilor Faulkner
3. Salute to the New Mexico Flag
    a. Councilor Cassutt
4. Invocation and Rememberances
    a. Councilor Lindell
5. Roll Call
6. Approval of Agenda
7. Approval of Consent Agenda
8. Presentations
    a. Fiscal Year 2024 Audit Report (Emily K. Oster, Finance Director; ekoster@santafenm.gov, and AJ Bowers, Partner, Carr Riggs & Ingram CPAs and Advisors)
    b. Update on Impact Fees and Capital Improvements Advisory Committee (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov)
9. Action Items: Consent Agenda
    a. Request for Approval of the January 29, 2025 Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Assistant City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 02/12/2025

    b. Request for Approval of New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant Agreement 23-H3200 in the Total Amount of $210,000 for Renovations to El Museo Cultural de Santa Fe Facility with a Reversion Date of June 30, 2027. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov)

        1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $210,000 from the 2023 Capital Appropriation to FY25 Revenue and Expenses

for the Santa Fe Railyard.

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

c. Request for Approval to Change the Purpose of a Previously Approved Budget Amendment Resolution (BAR) in the Total Amount of $1,500,000, from Moving Land Use Staff Move to the City Owned Market Station Condominium, to Moving Information Technology and Telecommunications Staff to the City Owned Market Station Condominium. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

d. Request for Approval of a Memorandum of Agreement with Santa Fe County Regarding the County's Contribution of Funds to the City for Water and Wastewater Planning. (Bill Schneider, Water Resources and Conservation Manager; whschneidre@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body 02/12/2025

e. Request for Approval of Professional Services Contract with Santa Fe Public Schools for the Continuation of the Work Based Learning Internship Program Utilizing One Time Funding In the Total Amount of $1,200,000 for a Four-Year Term. (Lizzy Portillo, Economic Development Specialist, emportillo@santafenm.gov and Johanna Nelson, Director Office of Economic Development, jcnelson@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/05/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

f. Request for Approval of a Grant Agreement with New Mexico Department of Finance and Administration in the Total Amount of $2,000,000 for the Capital Project 24-I3146 Phase II of the Airport Terminal Expansion. (James Harris, Airport Director, jcharris@santafenm.gov)

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,980,000 from the Legislative Grant Revenue to WIP Design for Phase II of the Airport Terminal Expansion Project.

Committee Review:
Public Works & Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

g. Request for Approval of Amendment No. 1 to Item #23-0013 Capital Appropriation Project Grant Agreement A20E5289 with New Mexico Aging and Long-Term Services Department to Extend the Term through June 30, 2025, for Planning and Design of a New Senior Center. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/05/2025
Finance Committee: 02/10/2025
Governing Body: 02/15/2025

h. Request for Approval of Amendment No.1 to Item #22-0514 Capital Appropriation Project Grant Agreement #A20E5290 with New Mexico Aging and Long-Term Services Department to Extend the Term through June 30, 2025, to Purchase and Equip Vehicles for the Mary Esther Gonzales Senior Center. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/05/2025
Finance Committee: 02/10/2025
Governing Body: 02/15/2025

i. Request for Approval of Contract Amendment No. 1 to Item #22-0541 Capital Appropriation Project Grant Agreement #A20E5288 with State of New Mexico Aging and Long-Term Services Department to Extend the Term through June 30, 2025, to Plan, Design, Construct, Equip and Furnish the Mary Esther Gonzales Senior Center. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/05/2025
Finance Committee: 02/10/2025
Governing Body: 02/15/205

j. Request for Approval of Capital Appropriation Agreement 22-G3016 with New Mexico Department of Finance and Administration in the Total Amount of

$200,000 for Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2026. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $198,000 from the 2022 Capital Appropriation to FY25 Revenue and Expenses for Renovations to Facility Leased to Kitchen Angels.

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

k. Request for Approval of Capital Appropriation Agreement 23-H3202 with New Mexico Department of Finance and Administration in the Total Amount of $200,000 for Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2027. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $198,000 from the 2023 Capital Appropriation to FY25 Revenue and Expenses for Renovations to Facility Leased to Kitchen Angels.

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

l. Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $100,000 for Project 24-I4220 Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2026. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for Renovations to Facility Leased to Kitchen Angels.

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

m. Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $29,843 for Project 24-I4221 Municipal Court Renovations with a Reversion Date of June

30, 2026. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $29,843 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for Municipal Court Renovations.

Committee Review:
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

n. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $150,000 to Fund FY25 Grants and Services of State-Deposited Funds for the Parting Stone LEDA Project, in Accordance with Ordnance 2024-10. (Casey Dalbor, Business Growth Manager, Office of Economic Development; cjdalbor@santafenm.gov and Johanna Nelson, Director, Office of Economic Development; jcnelson@santafenm.gov)

Committee Review:
Quality of Life Committee: 02/05/2025
Finance Committee: 02/10/2025
Governing Body: 02/15/2025

o. Request for Approval of Findings of Fact and Conclusions of Law for Land Use Appeal Nos. 2024-8995-APPL and 2024-8996-APPL of Case # 2023-7662, in which the Governing Body Voted During the Special Governing Body Meeting on January 9, 2025 to Deny the Appeal by Appellant Bungalows on Cerrillos, LLC, in which Appellant Asked the Governing Body to Reverse the Planning Commission's Decisions to Deny a Setback Variance and a Slope Variance for a Proposed Multi-Family Housing Development, Located at the Northwest Corner of Cerrillos Road and West I-25 Frontage Road. (Rebecca Mnuk-Herrmann, Assistant City Attorney, ramnukherrmann@santafenm.gov)

Committee Review:
Governing Body: 02/12/2024

p. Request for Approval of Findings of Fact and Conclusions of Law for Land Use Appeal #2024-8666 by Appellant Ferran Properties LLC, in which Appellant Asked the Governing Body to Reverse a Land Use Director Decision Not to Take Enforcement Action Against Mr. G's Auto Sales LLC, aka Mr. G's Pro Tow, Located at 7625 Baca Lane, and which the Governing Body Denied at the January 15, 2025 Regular Governing Body Meeting Due to Lack of a Final, Appealable Action. (Rebecca Mnuk-Herrmann Assistant City Attorney, ramnukherrmann@santafenm.gov)

Committee Review:
Governing Body: 02/12/2025

q. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for New Mexico Department of Finance and Administration, Appropriation ID Number I3318, New Mexico Department of Transportation Control Number C5243318, to Acquire Rights of Way for and to Plan, Design, and Construct a Road Connection from New Mexico Highway 599- Jaguar Drive Interchange to the Santa Fe Regional Airport for the City of Santa Fe in Santa Fe County. (Regina Wheeler, Public Works Director; rawheeler@santafe.gov)

Committee Review:
Governing Body (Introduced): 01/29/2025
Public Works and Utilities Committee: 02/03/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

r. CONSIDERATION OF RESOLUTION NO. 2025___. (Councilor Jamie Cassutt and Councilor Carol Romero-Wirth)
A Resolution Supporting the New Mexico Food Charter's Report Card for 2023-2024 Priorities and Identifying Priority Food Polices. (Maria Sanchez-Tucker, Community Services Division Director; metucker@santafenm.gov)
Committee Review:
Governing Body (Introduced): 01/29/2025
Quality of Life Committee: 02/05/2025
Governing Body: 02/12/2025

s. CONSIDERATION OF RESOLUTION NO. 2025___. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Michael Garcia)
A Resolution Accepting a Donation for the Design and Construction of a New Championship Soccer Field and Associated Infrastructure and Directing Next Steps Upon Receipt of the Donation. (Melissa McDonald, Parks and Open Space Division Director; mamcdonald@santafenm.gov)

Committee Review:
Governing Body: 01/29/2025
Public Works and Utilities Committee: 02/03/2025
Quality of Life Committee: 02/05/2025
Finance Committee: 02/10/2025
Governing Body: 02/12/2025

10. Action Items: Discussion Agenda

a. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $933,000 to Complete Streets Roadways WIP Construction for the Agua Fria South Meadows Intersection Improvements Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Finance Committee: 02/10/2025

Governing Body: 02/12/2025

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **EXECUTIVE SESSION**
    In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(7), Attorney-Client Privileged Discussion of Pending and Threatened Litigation, Through a Quarterly Litigation Update, including, but not Limited to, Discussion of *Hill et. al vs. City of Santa Fe*, A-1-CA-42062, and *Education Retirement Board vs. City of Santa Fe*, D-101-CV-2024-02691. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov).

13. Matters from the City Clerk

14. Communications from the Governing Body

15. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025____.(Councilor Jamie Cassutt and Councilor Alma Castro)
    A Resolution Authorizing the Sale and Consumption of Beer During the 2025 Santa Fe Century on May 17th and 18th, 2025, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

    Committee Review:
    Governing Body: 02/12/2025
    Quality of Life Committee: 02/19/2025
    Governing Body: 02/26/2025

    b. CONSIDERATION OF RESOLUTION NO. 2025____.(Councilor Amanda Chavez)
    A Resolution Authorizing Representatives and Agents for an Agreement with New Mexico Department of Finance and Administration, Regarding Appropriation Number G3170, New Mexico Department of Transportation Control Number C5223170, to Acquire Easements and Rights of Way for and to Plan, Design, Construct, and Improve Pacheco Street, Including Pedestrian and Bicycle Improvements Between West San Mateo Road and Alta Vista Street. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

    Committee Review:
    Governing Body: 02/12/2025
    Public WorksCommittee: 02/17/2025
    Finance Committee: 02/24/2025

Governing Body: 02/26/2025

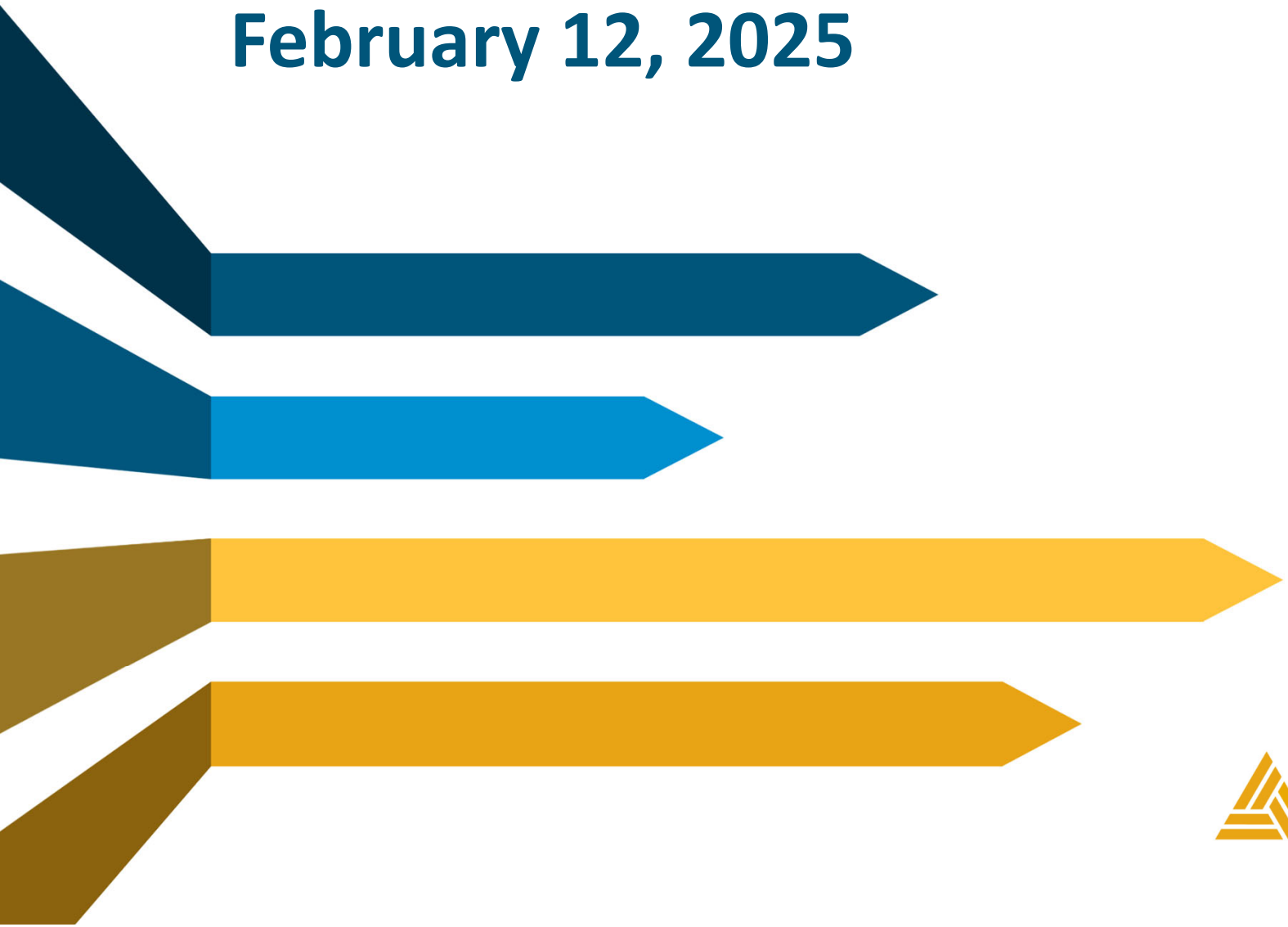
c. CONSIDERATION OF RESOLUTION NO. 2025____.(Councilor Amanda Chavez)
A Resolution Authorizing Representatives and Agents for an Agreement With the New Mexico Department of Finance and Administration Regarding Appropriation ID Number G3169, New Mexico Department of Transportation Control Number C5223169, to Acquire Easments and Rights of Way for and to Plan, Design, Construct, and Repair Governor Miles Road From Richards Avenue to Nizhoni Drive. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:
Governing Body: 02/12/2025
Public WorksCommittee: 02/17/2025
Finance Committee: 02/24/2025
Governing Body: 02/26/2025

16. Petitions from the Floor
17. Public Comment on Bills (First Public Comment, No Action)
18. Final Action on Legislation (Public Hearing)
19. Public Hearings (Land Use Cases, Appeals and Other Items Required to Have a Public Hearing)
20. Appointments
21. Adjourn

Closed captions are provided for this meeting. Persons with disabilities in need of additional accommodations, contact the City Clerk's office at 505-955-6521, five (5) working days prior to meeting date.

City of Santa Fe – Audit 2024
City Council Presentation
February 12, 2025



CRI CARR RIGGS & INGRAM®

Today's Agenda

- Timeline
- Scope of Work
- Auditor's Reports
- Questions?

Timeline

Timeline

Timeline	
Planning	July – September 2024
Fieldwork	October – December 2024
Exit Conference	December 10, 2024
Independent Auditor’s Report	December 16, 2024
Submitted to NM OSA	December 16, 2024
Released from NM OSA	January 27, 2025

Scope of Work

Scope of Work

Audit of Financial Statements for June 30, 2024

Single audit compliance testing – each major Federal Program

- 20.106 – Airport Improvement Program
- 20.507, 20.526 – Federal Transit Cluster
- 21.027 – Coronavirus State and Local Fiscal Recovery Fund

Compliance with NM State Audit Rule

Auditor’s Reports

Auditor's Reports

Independent Auditor's Report

- Opinion on the Financial Statements
  - Unmodified – Best opinion
    - Financial Statements are presented fairly in accordance with U.S. GAAP
    - No audit where an opinion could not be rendered
- Pages 10-13

Auditor's Reports

Independent Auditor's Report on Internal Controls over Financial Reporting and on Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

- Negative Assurance
  - 2 Financial Statement Findings (1 MW, 1 SD)
  - 2 State Audit Rule Findings (2 ONC)
- Report Pages 200-201
- Schedule of Findings and Questioned Costs Pages 212-228

Auditor's Reports

Independent Auditor's Report on Compliance for Each Major Federal Program and on Internal Control over Compliance Required by the Uniform Guidance

- Airport Improvement Program
  - Unmodified Opinion – Previously Audited in 2021, 2022, 2023
  - 1 MW, 2 SD over internal controls over compliance
- Federal Transit Cluster
  - Unmodified Opinion – Previously Audited in 2021, 2023
  - 1 SD over internal controls over compliance
- COVID-19 – Coronavirus SLFRF
  - Unmodified Opinion – Previously Audited in 2021, 2023
  - 1 SD over internal controls over compliance
- Report Pages 203-205
- Schedule of Findings and Questioned Costs Pages 217-224

Auditor Responsibility

Our responsibility under U.S. & *Government Auditing Standards*

- Form and express opinion if financial statements prepared by management are fairly presented in conformity with U.S. GAAP.
- Obtain reasonable, rather than absolute, assurance if financial statements are free from material misstatement.
- Consideration of internal controls for purpose of determining and designing audit procedures.
- Communicate significant matters related to financial statement audit.

Management Responsibility

Management, with oversight from those charged with governance, is responsible for:

- Establishing and maintaining internal controls, including monitoring ongoing activities.
- Selection and application of accounting principles.
- Fair presentation of the financial statements and results of operations in conformity with the applicable framework.
- Maintenance of complete and accurate accounting records.
- Design and implementation of programs and controls to prevent and detect fraud.
- Board to participate in the audit process (entrance conference, exit conference, etc.).

Auditor's Report – Finding Summary

FS Finding 2024-001 – Controls over Construction in Process (MW)

- Pages 213-214

FS Finding 2024-002 – General Ledger Corrections (SD)

- Pages 215-216

Auditor's Report – Finding Summary

Federal Finding 2024-003 – Reimbursement Requests (SD)

- Airport Improvement Program
- Federal Transit Cluster
- Pages 217-218

Federal Finding 2024-004 (2023-004) – Activities Allowed, Allowable Costs over Payroll (SD)

- Airport Improvement Program
- Pages 219-220

Federal Finding 2024-005 (2023-006) – Equipment and Real Property Management (MW)

- Airport Improvement Program
- Pages 221-222

Auditor's Report – Finding Summary

Federal Finding 2024-006 – Subrecipient Monitoring (SD)

- COVID-19 – Coronavirus SLFRF
- Pages 223-224

State Audit Rule Finding 2024-007 (2021-017) – Pledged Collateral (ONC)

- Page 225

State Audit Rule Finding 2024-008 (2021-020) – Cash Appropriations in Excess of Available Cash Balances (ONC)

- Pages 226-227

Auditor's Report – Finding Summary

Corrected findings

- 2023-001 (2019-007) – Schedule of Expenditures of Federal Awards and Internal Controls over Grant Reporting – Resolved
- 2023-002 (2017-001) – Internal Controls over Financial Close and Reporting – Resolved
- 2023-003 (2020-008) – Controls over Cash Balances – Resolved
- 2023-005 – Activities allowed, Allowable Costs, over Payroll – Resolved
- 2023-007 (2021-009) – Financial Reporting – Resolved
- 2023-009 (2020-021) – Budgetary Compliance – Resolved
- 2023-011 – Control Over Vendor Information – Resolved
- 2023-012 – Bank Account Authorized Signers – Resolved
- 2023-013 (2019-020) – Late Audit Report – Resolved

Questions?

Thank You

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Partner
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505.883.2727

CITY OF SANTA FE

Date: January 17, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director

From: Sean Moody, Capital Projects Manager

Subject: Capital Improvements Advisory Committee and Impact Fees

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ITEM AND ISSUE:
Soliciting candidates for appointment to the Capital Improvements Advisory Committee; and an informational update on impact fees.

BACKGROUND AND SUMMARY:
The Capital Improvements Advisory Committee advises and assists the City in the assessment and expenditure of impact fees charged on new development to accommodate the increased demand placed on existing City infrastructure.

Impact fee revenue is used to fund capital improvements for roads, parks, fire and police facilities, typically providing ancillary funding toward grant matches, gaps in funding, high-priority projects, non-grant eligible portions of capital projects, and actual costs in excess of secured funding.

To be eligible for impact fee funding, a project must be listed in an impact fee capital improvements plan which is updated every five years based on an assessment of existing and proposed new infrastructure and city-wide growth projections. The current plan adopted in 2020 is due to be updated in 2025. The project list, amended in 2022, is attached as Exhibit A. Recently funded projects from the list are shown in the table below. Every project, contract, budget adjustment, purchase order and expenditure has been reviewed and authorized through normal City approval processes.

Impact Fee Projects Funded 2021-Present

Project Name	Roads	Parks	Fire/EMS	Police	Total
Acéquia Trail	$40,040	$22,500			$62,540
Agua Fria / Cottonwood Intersection	$522,610				$522,610
Agua Fria / South Meadows Intersection	$156,750				$156,750
Arroyo de los Chamisos Crossing	$450,898				$450,898
Beckner/Richards Intersection	$1,006,000				$1,006,000
Bishop's Lodge Road Reconstruction	$449,003				$449,003
Camino Entrada Roundabout	$224,892				$224,892
Cañada Rincon Trail	$1,218,040				$1,218,040
Henry Lynch Road Reconstruction	$461,775				$461,775
Paseo del Sol Extension	$40,000				$40,000
Restrooms		$350,000			$350,000
Small Parks		$136,059			$136,059
Southwest Activity Node Park Ph 2-4	$1,000,000				$1,000,000
Tennis / Pickle Ball Courts		$800,000			$800,000
Tierra Contenta Trail	$191,714	$50,000			$241,714
Total	$5,721,682	$1,336,059			$7,057,741

In addition to the projects listed above, a new appropriation of $1,100,000 for Fire Station No. 5 Expansion will be presented to the governing body for consideration in January 2025.

Impact fee activity and fund balances are summarized below.

Impact Fee Fund Activity (Unaudited)

Description	Admin	Roads	Parks	Fire/EMS	Police	Total
Ending Fund Balance June 30, 2021		(4,764,877)	(1,882,609)	(499,381)	(325,606)	(7,472,473)
Impact Fee Revenue		(5,786,136)	(3,087,923)	(634,985)	(226,234)	(9,735,278)
Transfers to Capital Projects		5,721,682	1,336,059			7,057,741
Salaries, Interest & Expenses						(147,757)
Balance Available (Projected)		(4,829,331)	(3,634,473)	(1,134,366)	(551,840)	(10,297,767)

ACTION REQUESTED:
For candidates to be considered for appointment to the Capital Improvements Advisory Committee, the mayor and city councilors are requested to select one candidate each, for approval by the governing body. Candidates need not be residents of Santa Fe or of any particular council district. Committee members may not be employees of any governmental entity. Not less than four of the nine members shall be representative of the real estate, development or building industries. A membership term is two years and may be renewed.

Applicants are asked to provide a letter of interest and résumé to the City Clerk's Office by February 28, 2025. Letters of interest should indicate any relationship, affiliation or professional interest with respect to the real estate, development or building industries.

Applicants' submittals may be addressed to:

Erika Quintana, Administrative Manager
Community Engagement
City Clerk's Office
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
Attention: Capital Improvements Advisory Committee

ATTACHMENTS:
Exhibit A – Impact Fee Capital Improvements Project List

Exhibit A – Impact Fee Capital Improvements Project List

PROJECT NAME	LOCATION	ESTIMATED COST
Arroyo de los Chamisos Crossing	Richards/Cerrillos to Richards/Rodeo	$10,000,000
Beckner Road	Los Soleras to Richards	$7,000,000
Bike Lanes/Sidewalks	Reconstruction/Expansion	$4,000,000
Bishop's Lodge Road Reconstruction	Paseo de Peralta to Circle Drive	$6,000,000
Calle P'o Aé Pi Extension	Airport to Rufina	$1,000,000
Camino Entrada Roundabout	East-West Camino Entrada	$2,300,000
Jaguar Drive Extension	NM599 to Municipal Airport	$9,000,000
Governor Miles Road Reconstruction	Richards to Nizhoni	$2,750,000
Guadalupe Bridge Rehabilitation	Guadalupe St / West Alameda St	$1,000,000
Guadalupe Street Reconstruction	Agua Fria to Paseo de Peralta	$8,000,000
Henry Lynch Road Reconstruction	Rufina to Agua Fria	$3,100,000
Lopez Lane Reconstruction	Lopez Lane to Caja del Oro Grant Rd	$5,000,000
Pacheco Street Bike and Ped Improvements	West San Mateo to Alta Vista Street	$1,000,000
Paseo del Sol Extension	Jaguar to Jaguar	$9,000,000
Rufina Street Reconstruction	Harrison Rd to Camino Carlos Rey	$750,000
San Felípè Road Reconstruction	Agua Fria to Airport Road	$2,000,000
Southwest Activity Node Park Road	Tierra Contenta	$1,000,000
St. Michael's Drive Rail Trail Underpass	St. Michael's Drive / Rail Trail	$8,700,000
St. Michael's Drive Reconstruction	St. Francis Drive to Cerrillos Road	$23,000,000
West Alameda Reconstruction	Calle Nopal to Siler	$7,000,000
Agua Fria/South Meadows	Intersection	$3,150,000
Cerrillos/Sandoval/Manhattan	Intersection	$2,000,000
Grant/Griffin	Intersection	$260,000
Sandoval/Montezuma	Intersection	$850,000
Agua Fria/Cottonwood	Intersection	$2,000,000
Airport Road/Calle P'o Aé Pi	Intersection	$500,000
Galisteo/Rodeo	Intersection	$500,000
Paseo de Peralta/Acéquia Madre	Intersection	$500,000
Santa Fe Rail Trail - Four Intersections	Paseo de Peralta; Second St; Siringo Road; Rodeo Road	$1,500,000
Rufina/Lopez Lane	Intersection	$2,500,000
Beckner/Richards	Intersection	$2,000,000
Acéquia Trail	Otowi to La Cieneguita	$1,650,000
Acéquia Trail	Rufina Street to San Felípè	$3,400,000
Midtown Campus Trail	Siringo to St. Michael's Drive	$1,500,000
New Mexico Central Trail	Piñon Elementary School to Pueblos del Sol Trail	$1,650,000

Exhibit A - Impact Fee Capital Improvements Project List (continued)

PROJECT NAME	LOCATION	ESTIMATED COST
Nava Adé Park Development (Phase 2-South Park)		$2,115,000
SW Activity Node (SWAN - Tierra Contenta) Ph 2-4		$20,000,000
Small Parks		$2,000,000
Play Equipment		$2,000,000
Exercise Equipment		$650,000
Picnic Area, Shade Structures, Miscellaneous Equipment		$500,000
Restrooms		$1,950,000
Tennis/Pickle Ball Courts		$1,000,000
Fitness Courts		$600,000
Arroyo Chamiso Trail Extension	East Zia to West Zia	$1,000,000
Cañada Rincon Trail	Calle Mejía to Camino Francisca/Avenida Rincon	$2,500,000
Natural Surface Trail Construction		$300,000
Park and Trail Wayfinding Signage		$350,000
Bicycle and Pedestrian Wayfinding	Various	$200,000
Las Soleras Trail		$1,000,000
Las Soleras Park/Open Space/Trails		$8,250,000
Northwest Quadrant Trails		$300,000
River Trail Extension & Restoration	Caja del Oro Grant to San Felípè	$10,000,000
River Trail Extension	Cottonwood to South Meadows	$1,650,000
Tierra Contenta Arroyo Chamisos Trail	South Meadows to Camino Entrada	$2,500,000
Tierra Contenta Trail Extension	Buffalo Grass to South Meadows	$2,200,000
New Southwest Station	Agua Fria	$5,037,375
Fire Station No. 5 Remodel		$1,574,300
New Las Soleras Station	Las Soleras	$5,037,375
Fire Station No. 6 Remodel		$2,340,750
Fire Apparatus Storage		$300,000
Bunker/Turnout Fire Safety Gear		$110,000
Fire Hoses		$50,000
Mobile Mini-Storage Containers		$20,000
Professional Standards	Camino Entrada	$200,000
Police Records		$220,000
North Community Substation		$905,000
South Community Substation		$905,000
Mobile Mini Storage Containers		$120,000
Mobile Equipment, Vehicles, Trailers		$650,000
Firearms Training System		$200,000
TOTAL		$214,294,800

CITY OF SANTA FE

Date: November 25, 2024

To: Governing Body

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 29, 2024 13:57 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Nov 26, 2024 08:26 MST)

From: Tim Farrell, Public Works Property Development Manager Timothy Farrell

Subject: Capital Appropriation Project Grant Agreement 23-H3200 for Renovations to El Museo Cultural de Santa Fe Facility

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ACTION:
Request Approval of the State of New Mexico Department of Finance and Administration General Fund 93100 Capital Appropriation Project Grant Agreement 23-H3200 in the Total Amount of $210,000 for Renovations to El Museo Cultural de Santa Fe Facility With a Reversion Date of June 30, 2027. (Tim Farrell, Public Works Property Development Manager; tgfarrell@santafenm.gov)

Request Approval of a Budget Adjustment Request (BAR) to Allocate $210,000 from the 2023 Capital Appropriation to FY25 Revenue and Expenses for the Santa Fe Railyard.

BACKGROUND AND SUMMARY:
El Museo Cultural de Santa Fe, established in 1993 as a local community-led and community-run Hispano/Chicano cultural center, has grown into and now occupies 31,000 square feet in this former warehouse building at the Railyard. This City owned facility, originally constructed and used for shipping and warehouse purposes, is now being occupied and used for community theater, perforce art and artist booth sales.

The City of Santa Fe received capital appropriation 23-H3200 in the amount of $210,000 which reauthorizes Grant 20-E2734 and has a reversion date of June 30, 2027. The funds will be used for renovations to the building including the heating and air conditioning (HVAC) systems and electrical infrastructure which will improve these functions and ensure a more safe and efficient facility.

There are two additional State Capital Appropriation Grants for El Museo:
- $175,000 allocated through June 30, 2028, for needed renovations to the building, including the heating and air conditioning (HVAC) systems and electrical infrastructure.
- $126,950 allocated through June 30, 2026, for renovations and improvements to the building, as deemed necessary by the City, both for scheduled repair and maintenance and also to provide modern efficiencies and operational improvements.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
Grant Agreement NMDFA 23-H3200
BAR

CITY OF SANTA FE

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: N/A N/A (Jan 6, 2025 14:03 MST) Date: Jan 6, 2025
CPO Comment/Exceptions: This is a request to accept a grant and process a BAR - not a procurement request

FUNDING SOURCE:
2024 New Mexico State Capital Appropriation
Fund Name/Number: CIPARTCULT/350
Munis Org Name/Number: ArtCltrCIP/3509980
Munis Object Name/Number: WIP Construction/ 572970
Munis Revenue Name/Number: NM Department of Finance and Administration/490210
Project Name/Number: El Museo Renovations/CIP2435001

Budget Officer/Designee: Andy Hopkins Date: Jan 6, 2025
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☑ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☑ Yes | ☐ No
Approval: ___ **Signature:** JOHN BURNETT (Nov 26, 2024 08:26 MST) ___ Date: _____
Comment/Ex **Email:** jsburnett@santafenm.gov _____

Capital Asset* or Project? ☑ Yes | ☐ No**
Project Ledger# CIP2435001
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: Josie Bolden Date: Jan 6, 2025
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☑ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Jan 6, 2025 15:40 MST) Title: Grants Manager PLI#CIP2435001 verified Date: Jan 6, 2025
Comment/Exceptions: Grant Agreement NMDFA 23-H3200

Anticipated length of project: _____

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, 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 2023, Chapter 199, Section 28, Paragraph 446, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

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:

23-H3200 $210,000.00 APPROPRIATION REVERSION DATE**: June 30, 2027**

Laws of 2023, Chapter 199, Section 28, Paragraph 446, Two Hundred and Ten Thousand Dollars and Zero Cents ($210,000.00), to plan, design, construct, furnish, equip and install improvements, including roofing, lighting, heating, ventilation and air conditioning systems and interior and exterior modifications for improved accessibility, to a building and grounds in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred and Ten Thousand Dollars and Zero Cents $210,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[49], if applicable, Two Thousand One Hundred Dollars and Zero Cents $2,100.00, which equals Two Hundred and Seven Thousand Nine Hundred Dollars and Zero Cents $207,900.00 (the "Adjusted Appropriation Amount").

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." 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[50] 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

[49] 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.

[50] "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.

(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 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: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: P.O Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: City of Santa Fe
Name: Emily K. Oster, CPA, CGMA, CPO
Title: Finance Director
Address: P.O. Box 909 , Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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, 2027** 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. <u>Requests for Additional Information/Project Inspection</u>

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 ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) 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 Wage 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, 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 subawards, 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 **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe'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 **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** 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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

CITY OF SANTA FE
Entity Name

By: ALAN WEBBER
(Type or Print Name)

Its: MAYOR
(Type or Print Title)

_____
Date

Department of Finance & Administration, State of New Mexico

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Apr 4, 2024 13:57 MDT)

_____

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (I*f Applicable*): $0

G. Grant Balance: $0

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ Reporting Certification:

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. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

EMILY OSTER

Printed Name

Printed Name

Date: Jan 15, 2025

Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

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: $0

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: Project Manager

Signature: _____

Date: _____

1 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.

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (I*f Applicable*): $0

G. Grant Balance: $0

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ Reporting Certification:

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. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

EMILY OSTER

Printed Name

Printed Name

Date: Jan 15, 2025

Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

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DATE: _____

TO: Department Representative: _____, Project Manager

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SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

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Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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The Total Amount of all Notices of Obligation to Date: $0

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: Project Manager

Signature: _____

Date: _____

1 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.

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

I. Grantee Information

(Make sure information is complete & accurate)

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B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

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H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ Reporting Certification:

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. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

EMILY OSTER

Printed Name

Printed Name

Date: Jan 15, 2025

Date:

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

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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): _____

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Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

1 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.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / ARTS&CULTURE CIP/FMD	3/6/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3509980	572970	CIP2435001	207,900	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 23-H3200	3509980	490210	CIP2435001	(207,900)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

APPROPRIATION OF 2023 DFA GRANT FUNDING FOR EL MUSEO UPGRADE

IN THE AMOUNT OF $210,000 minus AIPP 1% ($2,100.00)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

De Alva Calabaza — 3/6/2024
Prepared By *{print name}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Jan 6, 2025
Budget Officer — Date

Business Operations Manager Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 29, 2024 13:57 MST)
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Contract Packet to GB_NMDFA 23-H3200 Cap App_Railyard El Museo_11 25 2024 DXC TF3 RAW SB3 elk2 RW

Final Audit Report 2024-11-29

Created:	2024-11-25
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe0ESliGUgnsuSY003koU2wA57SoWZkBt

"Contract Packet to GB_NMDFA 23-H3200 Cap App_Railyard El Museo_11 25 2024 DXC TF3 RAW SB3 elk2 RW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2024-11-25 - 11:53:13 PM GMT- IP address: 63.232.20.2

Document emailed to Timothy Farrell (tgfarrell@santafenm.gov) for signature
2024-11-25 - 11:59:50 PM GMT

Email viewed by Timothy Farrell (tgfarrell@santafenm.gov)
2024-11-26 - 2:56:57 PM GMT- IP address: 104.47.65.254

Document e-signed by Timothy Farrell (tgfarrell@santafenm.gov)
Signature Date: 2024-11-26 - 2:57:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2024-11-26 - 2:57:04 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2024-11-26 - 3:25:51 PM GMT- IP address: 174.218.21.137

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2024-11-26 - 3:26:08 PM GMT - Time Source: server- IP address: 174.218.21.137

Document emailed to rawheeler@santafenm.gov for signature
2024-11-26 - 3:26:11 PM GMT

Email viewed by rawheeler@santafenm.gov
2024-11-29 - 8:56:47 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2024-11-29 - 8:57:23 PM GMT- IP address: 12.104.110.14

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2024-11-29 - 8:57:25 PM GMT - Time Source: server- IP address: 12.104.110.14

Agreement completed.
2024-11-29 - 8:57:25 PM GMT

Contract Packet to GB_NMDFA 23-H3200 Cap App_Railyard El Museo_11 25 2024 DXC TF3 RAW SB3 elk2 RW v2 (1)

Final Audit Report 2025-01-15

Created:	2024-12-31
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhraLPYlxuokyL1Knni1ZyVCNr812Gly2

"Contract Packet to GB_NMDFA 23-H3200 Cap App_Railyard El Museo_11 25 2024 DXC TF3 RAW SB3 elk2 RW v2 (1)" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-12-31 - 5:28:25 PM GMT- IP address: 97.182.206.186

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2024-12-31 - 5:32:37 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-06 - 6:46:13 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-06 - 6:46:49 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-01-06 - 6:46:52 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-01-06 - 6:55:30 PM GMT- IP address: 172.226.3.25

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-01-06 - 8:05:58 PM GMT- IP address: 73.242.167.139

Signer Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) entered name at signing as N/A
2025-01-06 - 9:03:35 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by N/A (tkduttonleyda@santafenm.gov)
Signature Date: 2025-01-06 - 9:03:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature
2025-01-06 - 9:03:39 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)
2025-01-06 - 9:24:32 PM GMT- IP address: 104.47.64.254

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)
Signature Date: 2025-01-06 - 9:27:47 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to evlujan@santafenm.gov for signature
2025-01-06 - 9:27:49 PM GMT

Email viewed by evlujan@santafenm.gov
2025-01-06 - 10:34:30 PM GMT- IP address: 104.47.65.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2025-01-06 - 10:40:18 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-01-06 - 10:40:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-06 - 10:40:22 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-15 - 5:57:38 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-01-15 - 6:02:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-15 - 6:02:05 PM GMT

CITY OF SANTA FE

Date: January 6, 2025

To: Governing Body

From: Sam Burnett, Facilities Division Director JOHN BURNETT (Jan 31, 2025 12:10 MST)

Via: Regina Wheeler, Public Works Department Director RW (Jan 31, 2025 12:34 MST)
Eric Candeleria, Information Technology and Telecommunications Director Eric Candelaria (Jan 31, 2025 12:16 MST)

Subject: Reauthorization of Funding Appropriated for Staff Relocations to Move ITT to Market Station

---

ACTION:

Request for Approval to Change the Purpose of a Previously Approved Budget Amendment Resolution (BAR) in the Total Amount of $1,500,000, from Moving Land Use Staff Move to the City Owned Market Station Condominium, to Moving Information Technology and Telecommunications Staff to the City Owned Market Station Condominium. (Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov)

BACKGROUND AND SUMMARY:
On August 28, 2024 the Governing Body approved $1,500,000 to make improvements to the City owned Market Station Condo and to move Planning and Land Use staff to Market Station. This move was planned to create additional space for City operations. These funds have not been spent.

On December 11, 2024 the Governing Body approved the Development and Disposition Agreement (DDA) with Aspect Studios. This DDA establishes timelines for the City to construct infrastructure to support redevelopment at Midtown. The ITT Department currently occupies Mouton Hall at Midtown. This building is slated for demolition and must be evacuated since it obstructs a roadway that will be built as part of Midtown Phase 1 Infrastructure. The roadway will provide access to Benildus Hall which is included in the Aspect DDA.

The Market Station Condo has been evaluated by ITT and Facilities and found to be an ideal location for the ITT staff. Ultimately, the capital project for a Consolidated City Services Center will provide safe, accessible and sufficient space for City operations. Since the Planning and Land Use Department is highly public facing, it will definitely be included in the new facility. ITT, being an internal service provider, could continue to be located at Market Station for many years. The Facilities Division is working with City leadership and staff on modifications to City Hall and nearby facilities to provide all needed space for City operations.

ATTACHMENTS
BAR approved August 28, 2024.

PROCUREMENT METHOD:
NA

Chief Procurement Officer (CPS)/Designee: _____Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
Fund Name/Number: Facilities/320
Munis Org Name/Number: Facility CIP/3209980
Munis Object Name/Number: WIP Design/572960; WIP Construction/572970

Budget Officer/Designee: _____ Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals? ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

IT Components included? ☒ Yes | ☐ No
Approval: _____ **Signature:** Eric Candelaria (Jan 31, 2025 12:16 MST) _____
Comment/Exceptions: ____ **Email:** edcandelaria@santafenm.gov _____

Vehicles included ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities. Furniture. Fixtures. Equipment included? ☒ Yes I ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Jan 31, 2025 12:10 MST) _____
Comment/Exceptions: **Email:** jsburnett@santafenm.gov _____

Capital Asset* or Project? ☒ Yes | ☐ No**
Project Ledger# ____PWD2532051_____
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Department Contract Administrator Contact Info:
Sam Burnett (jsburnett@santafenm.gov)

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Facilities	8/9/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Facilities CIP/WIP Construction	3209980	572970		1,500,000	
Facilities Admin-General Fund/Capital Transfer to Facilities CIP Fund	1000431	760320		1,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Facilities CIP Fund/Capital Transfer from Facilities Admin-General Fund	3209980	660100		(1,500,000)	
				$ 1,500,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Use of available balance to fund moving costs and necessary office modifications to allow for relocation of Planning & Land

Use Department staff from City Hall to the Market Station Offices in the Railyard

(see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(1,500,000)
TOTAL:	**(1,500,000)**

Christopher Parker — 8/9/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Aug 9, 2024 11:05 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — 8/9/2024
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Mike Moya, Transmission and Distribution Manager
Bill Schneider PG, Water Resources and Conservation Manager

MEMO

Date: **January 23, 2025**

To: Public Works & Utilities Committee
Finance Committee
Governing Body

Via: Jesse Roach, Interim Public Utilities Department Director JR

From: Bill Schneider, Water Resources and Conservation Manager WS

Subject: MOU Between Santa Fe County and City of Santa Fe

ACTION:

Request for the Approval of a Memorandum of Agreement (MOA) between Santa Fe County and City of Santa Fe regarding the County's contribution of funds to the City for Water and Wastewater Planning.

BACKGROUND AND SUMMARY:

The City of Santa Fe Water Division (Water) is in the process of completing 40 and 80-year water plans under the Santa Fe 2100 water plan, as directed under Resolution 2019-56. As part of this comprehensive planning effort, the City has entered into 2021 Santa Fe Integrated Management System Model and the 2023 Rio Grande Basin Study MOAs with the United States Bureau of Reclamation (USBR). These MOAs are cost-share agreements that utilize state-of-the-science climate hydrology projections to evaluate future supply and demand conditions and develop adaptation strategies to ensure the City will continue to provide a safe and reliable water supply into the next century.

The City is partnered with Santa Fe County on several water resources agreements, including Amended and Restated Water Resources Agreement, the BDD Shared Pool agreement, the San Juan Chama Return Flow Project, and the Buckman Direct Diversion (BDD) joint powers agreement. The attached MOA builds on these agreements and will provide for a more comprehensive Santa Fe 2100 water plan that will utilize modeling analyses tools (STEWaRDS) to jointly evaluate City and County water supply vulnerabilities and adaptation strategies under climate change scenarios. The joint Santa Fe 2100 water plan outlined in this MOA will develop synergies in water resources and asset management and provide for a more integrated evaluation of City-County requirements centered on the Paseo Real Water Reclamation Facility Master Plan.

REQUEST:

Review and approval of the MOA between the City and County regarding the County's contributions of funds to support integration of County water supply and demand planning efforts with the City for water and Planning.

Signature: WILLIAM SCHNEIDER
WILLIAM SCHNEIDER (Jan 28, 2025 15:51 MST)

Email: whschneider@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

MEMORANDUM OF AGREEMENT

BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE

REGARDING THE COUNTY'S CONTRIBUTION OF FUNDS TO THE CITY FOR

WATER & WASTEWATER PLANNING

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on this 9 day of December, 2024 by and between SANTA FE COUNTY ("COUNTY") and the CITY OF SANTA FE, a charter municipality organized under the laws of New Mexico ("CITY").

RECITALS:

WHEREAS, the City and County share ownership of the Buckman Direct Diversion (BDD), and collaboratively manage water deliveries from this and other sources to City and County utility customers through an interconnected transmission and distribution network; and

WHEREAS, the City has agreed to supply up to 1,350 acre-feet/year to the County under the Amended and Restated Water Resources Agreement, and the City and County have a successful history of working together to manage water deliveries to their customers and planning for the future; and

WHEREAS, the City adopted Resolution No. 2019-56, which directed the development of 40-year and 80-year water plans to evaluate the City's water demand and supplies, including implementation of operational scenarios to maximize the City's existing water supplies; and

WHEREAS, the City and County have successfully collaborated on recent planning efforts including the Santa Fe Basin Study; and

WHEREAS, collaborating on a regional water planning effort will ensure a reliable and sustainable water supply to their customers; and

WHEREAS, a shared planning process will ensure a shared understanding of potential future supply and demand scenarios; and

WHEREAS, in order to support the planning process for its 40-year and 80-year water plans, the City has contracted with a third party for services to collect and analyze the necessary data for evaluating water demand and supplies and evaluating potential adaptation strategies necessary to meet future demands (the City's contractual services); and

WHEREAS, the City has developed a model (STEWaRDS) to evaluate supply vulnerabilities and adaptation strategies under various future climate scenarios; and

WHEREAS, the County has collected certain data related to the County's water demand and supplies; and

WHEREAS, analysis of the data related to the identification of any additional needs of the County would allow integration of the County's water demand, supplies, and adaptation strategies with the City's water plans for the development of an integrated water plan that will support the development of City and County 40-year plans (the Water Planning Project); and

WHEREAS, an integrated water plan can provide the benefits of a regional entity while maintaining independence of the City and County by developing an iterative approach to the planning analysis that anticipates and enables integration of other entities upon subsequent iteration; and

WHEREAS, the County wishes to contribute certain funds to the City for analysis of data

required for the integration of County water supplies, demands, and adaptation strategies into the integrated water plan; and

WHEREAS, the City is implementing an update to its wastewater master plan, and the County has expressed interest in supporting an analysis of the data required for the integration of the County's future wastewater supply and demand (Wastewater Planning Project); and

WHEREAS, the County has retained a professional engineering firm to prepare a County Regional Effluent Management Plan, the purpose of which is to plan and model for wastewater collection and re-use in the South Sector of the County utility service area; and **WHEREAS,** the County has budgeted up to $246,000.00 to contribute to the Water Planning Project and $25,0000.00 for the Wastewater Planning Project (collectively " Planning Projects"); however, any funding identified in this MOA or its amendments does not encompass funding for community outreach.

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE:

1. PAYMENT FOR COSTS.

A. The City shall provide to the County a scope and fee for services to be provided through contractual services related to the Planning Projects. The County Utilities Director shall review and approve the scope and fee.

B. The following tasks are anticipated to support the Water Planning Project and will be

completed within the budget, as practicable:

a. Coordination with the County regarding its demand projections and support for revising the projections for use in the integrated water plan, if necessary;

b. Model integration into the City STEWaRDS model;

c. Joint City and County supply projections; and

d. Evaluation of County adaptation strategies and plan documentation.

C. The following tasks are anticipated for the Wastewater Planning Project and will be completed within the budget as practicable:

a. Continued coordination and future planning of County wastewater conveyance to the City wastewater treatment facility; and

b. Participation in future reuse planning and shared water resources planning.

D. The County will pay to the City the costs and expenses for both Planning Projects' contractual services, that are part of an approved scope and fee, not-to-exceed the sum of $246,000.00 for water and $ 25,000.00 for wastewater, inclusive of New Mexico Gross Receipts Tax. On a monthly basis, the City shall provide the County with written statements of costs incurred by the City that are related to the Planning Projects. The County shall, within thirty (30) days of receipt of a written statement of costs from the City, remit payment to the City for the actual costs of the City's contractual project for the Planning Projects. The Santa Fe County community engagement and public involvement components to accompany this planning effort will be managed and

funded separately from this MOA.

E. The County may cooperatively procure these services from the City's contract.

2. LIMITATION ON PAYMENTS.

a. The County funds to be paid under this Agreement shall not exceed Two Hundred Forty-Six Thousand Dollars ($246,000.00), inclusive of New Mexico Gross Receipts Tax, and shall be paid solely to reimburse the City for its actual contractual costs and expenses for the Water Planning Project.

b. The County funds to be paid under this Agreement shall not exceed Twenty-Five Thousand Dollars ($25,000.00), inclusive of New Mexico Gross Receipts Tax, and shall be paid solely to reimburse the City for its actual contractual costs and expenses for the Wastewater Planning Project.

3. TERM. This Agreement shall be effective upon the date of the last signature by the parties hereto (the Effective Date). The term of this Agreement shall be for the duration of the Planning Projects, final invoicing and final processing of payments, or until terminated by either party pursuant to Article 4 (Termination).

4. TERMINATION. This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination.

5. LIABILITY. Each party shall be liable for its actions in accordance with this

Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City, the County and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. THIRD PARTY BENEFICIARIES. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the County. No person or entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

8. ASSIGNMENT

Neither the City nor the County shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. AMENDMENT. This Agreement shall not be altered, changed, or amended except by instrument in writing signed by the parties.

IN WITNESS WHEREOF, the parties set their hands.

SANTA FE COUNTY:

By: _____
Hank Hughes, Chair
Board of County Commissioners

ATTESTATION:

_____ Date: 12/9/24
Katharine E. Clark
Santa Fe County Clerk

Approved as to form:

_____ for Date: 11.26.24
Jeff Young
Santa Fe County Attorney

[CITY SIGNATURES ON NEXT PAGE]

CITY OF SANTA FE:

Alan Webber, Mayor Date

ATTEST:

Andrea Salazar, City Clerk Date

APPROVED FOR FINANCE:

Emily K. Oster 2/7/2025

Emily Oster, City Finance Director Date

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 3, 2025 13:05 MST) Feb 3, 2025

Marcos Martínez, Sr. Assistant City Attorney Date

MOA SFCCity re SFC Contribution to Water WW Planning

Final Audit Report 2025-02-03

Created:	2025-02-03
By:	Jonna Stack (jlstack@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIA-amv4haWQoukXeqQF4Dar94T-ZQuup

"MOA SFCCity re SFC Contribution to Water WW Planning" History

Document created by Jonna Stack (jlstack@santafenm.gov)
2025-02-03 - 7:35:33 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2025-02-03 - 7:36:23 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2025-02-03 - 8:04:40 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2025-02-03 - 8:05:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-02-03 - 8:05:02 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: January 16, 2025

To: Governing Body, Quality of Life Committee, and Finance Committee

From: Lizzy Portillo, Economic Dev. Specialist; Johanna Nelson, Director Office of Economic Development

Via: Johanna Nelson, Director Office of Economic Development Johanna Nelson (Jan 17, 2025 15:36 MST)

Subject: Santa Fe Public Schools (SFPS) Work Based Learning (WBL) One Time Funding

Vendor Name: Santa Fe Public Schools

Munis Vendor Number: 1523

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of a Professional Services Contract in the total amount of $1,200,000.00 not to exceed, for the Santa Fe Public Schools Work Based Learning Internship Programming for a term of four years through February 2029 with the Santa Fe Public Schools.

CONTRACT NUMBER:

The FY25 Munis contract number is: #3250347

BACKGROUND AND SUMMARY:

The Office of Economic Development has been awarded One-Time Funding to continue support for the Santa Fe Public Schools Work-Based Learning Internship Programing. Previously funded through the American Rescue Plan Act (ARPA) federal funding, this program has received an additional $1,200,000 allocation of One Time Funding. This professional services contract will ensure continuation of mentorship, job training, and other critical services for high school students, including those at high risk of suspension or expulsion. Key program components include business outreach, support staff, supplies, event support, student mentoring, soft skills and life skills training, internship placements, and paid internships. Economic impact reporting for this project will be required on a quarterly basis.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [212 ED General Fund]

Munis Org Name/Number: [Economic Development Operations/2122800]

Munis Object Name/Number: [Professional Contracts/510300]

Budget Officer / Designee: Andy Hopkins **Date:** Jan 17, 2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

The procurement method for this is exempt, the vendor is The Santa Fe Public Schools and has SOW has been determined to be professional services.

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Jan 22, 2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Memo
Professional Services Contract
Procurement document: Exemption Determination/Email
CPO Service Determination Email
Horizons Decline
Certificate of Insurance

24-25-820-198-1
Item #: _____
Munis Contract #: 3250347
SWPA/GSA/Coop/RFP/ITB#: Exempt

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Santa Fe Public Schools**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-98; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

Screen, select, and place Santa Fe Public School (SFPS) junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates. Report quarterly on outcomes, metrics, and deliverables.

1. Intern Placement Services:
    a. Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
    b. Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:
    a. Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
    b. Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
    c. Coordinate interview events to connect interns with potential employers.
    d. Conduct regular visits to internship sites to monitor progress and provide support as needed.

e. Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.
f. Conduct business outreach as needed for opportunities for WBL internships
g. Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:
    a. Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
    b. Procure necessary supplies and materials to support internship activities and events.

4. Metrics and Performance Measures:
    a. Intern Placement Success: 80% of interns successfully placed in industry internships.
    b. Completion Rate: 80% of interns completing their internship assignments.
    c. Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
    d. Event Participation: 90% of interns attending program events.
    e. Provide number of events hosted
    f. Provide number of site visits conducted

5. Billing Structure:
    a. The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in increments upon completion of deliverables. .
    b.

City of Santa Fe Office of Economic Development OED: Santa Fe WBL One Time Funding Project			
Categories for Payment - Deliverables	**SOW**	**Metrics**	**Reporting Due**
Paid internships for Juniors and Seniors + Benefits	• Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries. • Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.	• Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments.	Quarterly

Support Staff + Benefits	• Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates. • Organize and conduct employability skills trainings for interns to develop essential workplace competencies. • Coordinate interview events to connect interns with potential employers. • Conduct regular visits to internship sites to monitor progress and provide support as needed. • Undertake other administrative duties essential to program operations and effectiveness. • Assist in the review of all SFPS WBL invoices and all supporting documentation sent to The City for payment.	• Intern Placement Success: 80% of interns successfully placed in industry internships. • Completion Rate: 80% of interns completing their internship assignments. • Provide number of invoices reviewed for SFPS WBL • Provide number of site visits conducted	Quarterly
Supplies & Events	• Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings. • Procure necessary supplies and materials to support internship activities and events.	• Event Participation: 90% of interns attending program events. • Provide number of events hosted in quarter	Quarterly

6. Internships at City of Santa Fe:
    a. The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

7. FERPA Requirements:
    a. The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

8. Criminal Background Check
    a. For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act:
    Either: By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
        i. Performance of an internet search on the individual; and
        ii. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.]

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Work Based Learning internships for Santa Fe Public Schools High School Students for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

.A. The City shall pay to the Contractor for services satisfactorily performed a total of one million two hundred thousand dollars ($1,200,000) , such compensation is not to exceed ($1,200,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($1,200,000.00).**

B. Payment. The total compensation under this Agreement shall not exceed one million two hundred thousand **$1,200,000** excluding New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured,

material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

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

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Johanna Nelson, 123 E Marcy St Suite 205 Santa Fe, 87504, jcnelson@santafenm.gov

To the Contractor: Jose Villarreal, 1300 Camino Sierra Vista, Santa Fe, NM 87505, jvillarreal@sfps.k12.nm.us

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

29. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to,

acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

APPROVED BY SFPS:

01-15-25

PETER MCWAIN, EXECUTIVE DIRECTOR CURRICULUM & INSTRUCTION

Vanessa Romero 1/16/25

VANESSA ROMERO, DEPUTY SUPERINTENDENT OF TEACHING & LEARNING

1/15/25

JOSHUA GRANATA, GENERAL COUNSEL

1/16/25

BEVERLY AGUILAR, DEPUTY CHIEF FINANCIAL OFFICER

HILARIO "LARRY" CHAVEZ, SUPERINTENDENT OF SCHOOLS

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:
Santa Fe Public Schools

Peter McWain
_____
PETER McWAIN,
EXECUTIVE DIRECTOR OF
CURRICULUM AND INSTRUCTION

DATE: Jan 15, 2025
NMBTIN#: 01-505-914-0006

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jan 15, 2025 16:35 MST)
_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

SANTA FE PUBLIC SCHOOLS
ROUTING SLIP

Initiated by: Peter McWain Phone: 505-467-2569 Date: 1/16/2025 Rec'd. by: Marie Gutierrez

SFPS Contract Number: 24-25-820-198-1 Dept./School Name: Curriculum & Instruction
(Fiscal Year-Dept. Code-Agreement #-Type of Contract)

Contractor Name: City of Santa Fe $1,200,000.00 (Incoming Money)

WHEN YOU RECEIVE A PSA, SERVICES CONTRACT, MOU, OR ADDENDUM PLEASE ROUTE ACCORDINGLY

(Person reviewing document should hand-deliver document to next person on the routing slip for review).

Please Keep the Routing Sheet Attached to Original Contract.

PERSON RECEIVING DOCUMENT		INITIALS	DATE
1. **TO: Business Services** (An Agreement number will be assigned, a blue routing slip will be attached, and forwarded to the appropriate Accountant). _X_ Complete Contract: Date, Scope of Services & Compensation. _X_ Comply with Megan's Law. _X_ Comply with Disclosure of Contributions _X_ Contractor's Signature		CRC	1/16/25
2. **TO: Appropriate Accountant** in Business Services for approval & initials for funding source, line item & budget. Accountant will give to CFO to sign off for Business Services.(Business Services will forward to appropriate Executive Team Member).		MB MB	1/16/25
3. **TO:** · Chief Financial Officer, **OR** · Deputy Superintendent, **OR** · Associate Superintendent, **OR** · Chief Operations Officer, **OR** · HR Director	* **AND** Technology Director: if technology is involved. (Technology includes: phones, surveillance equipment computer systems, software, etc.)		
		VR see signature page RM see signature page	1/16/25
4. **TO: Superintendent Office** (when more than $60,000) or Designee for review.		HC see signature page	
5. **TO: Board of Education for approval** (when over $60,000). **For Approval at the _____ Board Meeting** (Date) ☐ **Approved** ☐ **Not Approved**		NA	
6. **TO:** Appropriate Executive Team Member's office will route back to Business Services/Contracts to scan and e-mail to Initiator			
7a. **TO: Initiator** to attach contract with a requisition in the iVisions System for the purchase order processing. ***Please reference the contract # on all requisitions.***			
7b. **TO: Initiator:** (If requisition is *not* required). The Initiator obtains the Contractor's signature & returns the signed original to: Business Services Office; Copies to: Contractor & Initiator. **OR** If PTO/PTC Contract: The Initiator obtains the PTO/PTC President/Vice President's signature & returns the signed original to: Business Services Office; Copies to: PTO/PTC, Initiator and Human Resources.			
8. Original contract and Routing Slip will remain in Business Services/Contract Office. Initiator may obtain copy of contract through iVisions to copy for Contractor			
COMMENTS:			

City of Santa Fe, New Mexico

memo

Date: **December 12, 2024**

To: **Travis Dutton-Leyda, Chief Procurement Officer**

Via: **Johanna Nelson, Economic Development Director**

From: **Elisa Portillo, Economic Development Specialist**

Subject: **Exemption Determination Request, SF Public Schools WBL**

Vendor: **Santa Fe Public Schools**

Exempt: **NMSA 1978, Section 13-1-98 (A) City and SF Public Schools**

Economic Development Department respectfully request exempt determination using NMSA 1978, Section 13-1-98 (A) to be approved by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for robust scope of work (SOW) summarized below:

The City will work directly with Santa Fe Public Schools (SFPS) to screen, select, and place junior and senior high school students in high-value industry internships. Key services include identifying and matching students with opportunities, managing work-based learning (WBL) systems, conducting employability skills training, organizing events, and ensuring program success through metrics such as placement success and completion rates. The program has a $1.2 million budget, billed quarterly, with internships offered based on the City's capacity needs. Compliance with FERPA and stringent background checks ensures a safe environment, with clear safeguards against unsupervised access by individuals with felony convictions or registration as sex offenders.

Term: December 12, 2024 - June 2025

Approved Exemption

12/12/24

Travis Dutton-Leyda, Chief Procurement Officer

PORTILLO, ELISA M.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Sunday, December 8, 2024 8:46 PM
To: PORTILLO, ELISA M.
Cc: Purchasing DET; NELSON, JOHANNA C.
Subject: Re: Request for Determination: One Time Funding for Highschool Internships

Follow Up Flag: Follow up
Flag Status: Flagged

Good evening,

This is professional.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

> On Dec 2, 2024, at 12:05 PM, PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:
>
> Good Afternoon,
>
> Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for highschool students.

Objective:
Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

Key Responsibilities:

1. Intern Placement Services:
  - Identify and match SFPS junior and senior high school students with internship opportunities in Santa Fe's high-value industries.
  - Facilitate the selection and placement process to ensure a suitable match between interns and host organizations.

2. Professional Support Staff:
  - Manage and improve WBL systems to enhance intern cohort participation, engagement, and success rates.
  - Organize and conduct employability skills trainings for interns to develop essential workplace competencies.
  - Coordinate interview events to connect interns with potential employers.
  - Conduct regular visits to internship sites to monitor progress and provide support as needed.
  - Undertake other administrative duties essential to program operations and effectiveness.

3. Events and Supplies Management:
  - Plan and execute events beneficial to WBL student interns, including meet & greet events, end-of-summer showcases, and bootcamp trainings.
  - Procure necessary supplies and materials to support internship activities and events.

Metrics:
- Intern Placement Success: 80% of interns successfully placed in industry internships.
- Completion Rate: 80% of interns completing their internship assignments.
- Employer Satisfaction: Bi-annual feedback from employers regarding interns' performance and preparedness.
- Event Participation: 90% of interns attending program events.

Billing Structure:
- The total cost for the services outlined in the Scope of Work will be $1.2 million, billed in quarterly increments of $400,000, with the first payment beginning on December 1, 2024, and the final payment due on June 1, 2025.

Internships at City of Santa Fe
The City agrees to provide summer and/or school year internships to SFPS students, based on current capacity needs.

1. The City agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g; 34 CFR Part 99.

CRIMINAL BACKGROUND CHECK

For any individual providing services pursuant to the City's explicit or implicit direction or permission, the City shall make one of the following warranties, in compliance with Megan's law and §22-10A-5 NMSA 1978 of the School Personnel Act.

1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR
2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:
   a. Performance of an internet search on the individual; and
   b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Happy to answer any questions. Thank you for your time.

Respectfully,

Lizzy Portillo
Economic Dev. Specialist
(505)531-7901
City of Santa Fe
Office of Economic Development

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

PORTILLO, ELISA M.

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Monday, December 2, 2024 12:15 PM
To: PORTILLO, ELISA M.
Cc: NELSON, JOHANNA C.
Subject: Re: Request for Determination: SOW for High School Internships

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Elisa.

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Dec 2, 2024 at 12:07 PM PORTILLO, ELISA M. <emportillo@santafenm.gov> wrote:

> Good Afternoon Matt,

I hope you are well.

Please provide a determination on the following SOW utilizing One time Funds for Internship Programming for high school students.

Objective:

Screen, select, and place SFPS junior and senior high school student interns in high-value industries in Santa Fe, NM. Provide continuous support and professional development opportunities to enhance intern engagement, participation, and success rates.

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1. By this signature _____, SHALL WARRANT that such individuals will not have unsupervised access to students; OR

2. By this signature _____, SHALL WARRANT that the individual who will have unsupervised access to students has no felony convictions and is not a registered sex offender, as verified by the Partner's:

a. Performance of an internet search on the individual; and

b. Completion of a federally recognized fingerprint and background check on the individual no more than five (5) years prior to, and no later than the first business day of, commencement of services under this Agreement.

Thank you for your time.

Respectfully,

Lizzy Portillo

Economic Dev. Specialist

City of Santa Fe

Office of Economic Development

CITY OF SANTA FE
ECONOMIC DEVELOPMENT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER **Poms & Associates Insurance Brokers** **CA License #0814733** **4500 Park Granada #206** **Calabasas, CA 91302**	**CONTACT NAME:** Risk Services **PHONE (A/C, No, Ext):** (800) 578-8802 **FAX (A/C, No):** (818)449-9449 **E-MAIL ADDRESS:** rservices@pomsassoc.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURED **New Mexico Public Schools Insurance Authority** **Member: Santa Fe Public Schools** **4110 Old Taos Highway** **Santa Fe, NM 87501**	**INSURER B : Safety National**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0027	07/01/2024	07/01/2025	EACH OCCURRENCE	$ Tort Limit
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Tort Limit
							MED EXP (Any one person)	$ Tort Limit
							PERSONAL & ADV INJURY	$ Tort Limit
							GENERAL AGGREGATE	$ Tort Limit
							PRODUCTS - COMP/OP AGG	$ Tort Limit
							Maximum Liability	$ 1,050,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
							Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=$750K.

Re: Use of Parks and other facilities.

CERTIFICATE HOLDER

City of Santa Fe

,

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Poms & Associates Insurance Brokers		New Mexico Public Schools Insurance Authority
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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URGENT - SFPS One Time Funding INTERNSHIP PROGRAM

Final Audit Report 2025-01-24

Created:	2025-01-17
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAArSDpzMfCv3zoqwmS5AH7Tmzzwg7gDRAe

"URGENT - SFPS One Time Funding INTERNSHIP PROGRAM " History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2025-01-17 - 10:33:25 PM GMT- IP address: 97.182.130.56

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-01-17 - 10:36:10 PM GMT

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Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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2025-01-21 - 4:58:27 AM GMT- IP address: 172.225.108.151

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Signature Date: 2025-01-22 - 3:33:27 PM GMT - Time Source: server- IP address: 98.97.112.124

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2025-01-22 - 3:33:30 PM GMT

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2025-01-24 - 7:54:30 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-24 - 8:02:13 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-24 - 8:02:13 PM GMT

CITY OF SANTA FE

DATE: **January 21, 2025**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** Regina Wheeler
Regina Wheeler (Jan 28, 2025 12:59 MST)

FROM: **James Harris, Airport Director**
James Harris (Jan 28, 2025 13:14 MST)

ACTION:

Request for Approval of Grant Agreement with New Mexico Department of Finance and Administration in the Total Amount of $2,000,000 for the Capital Project 24-I3146 Phase II of the Airport Terminal Expansion. (James Harris, Airport Director, jcharris@santafenm.gov)

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,980,000 from the Legislative Grant Revenue to WIP Design for Phase II of the Airport Terminal Expansion Project.

BACKGROUND AND SUMMARY:

The New Mexico Legislative appropriated funds in the Amount of $2,000,000 for Phase II of the Airport Terminal Project.

The agreement with DFA is to plan, design, construct, improve and equip phase II of the Santa Fe Regional Airport terminal project. The amount of $20,000 from this appropriation is given to the AIPP. The total amount of appropriation for the terminal project is $1,980,000.

This money is to be used to design phase 2 of the Santa Fe Regional Airport. Design is estimated to take one year from award of the purchase order.

FUNDING SOURCE: DFA Grant Agreement
Fund Name/Number: Airport /545
Munis Org Name/Number: Airport CIP / 5450407
Munis Expenditure Object Name/Number: WIP Design / 572960

ATTACHMENTS:
Grant Agreement
PLID
BAR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, 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 2024, Chapter 66, Section 28, Paragraph 504**, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

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:

24-I3146 $2,000,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 28, Paragraph 504, Two Million ($2,000,000.00), from the General Fund 93100 to plan, design, construct, improve and equip phase 2 of the Santa Fe regional airport in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Million $2,000,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Twenty Thousand $20,000.00, which equals One Million Nine Hundred Eighty Thousand $1,980,000.00 (the "Adjusted Appropriation Amount").

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 Language if special conditions apply. 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 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 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 shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.

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.

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[1]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.

[2]"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.

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: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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, 2028** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

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 provided by the Department. 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 execution 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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, 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 subawards, 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 **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'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 **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE 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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 9, 2024 15:38 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that 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 the Grant Agreement.

V. ☐ Compliance Certification:

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: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____

Division Fiscal Officer Date

_____

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

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: _____

1 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.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 08/15/2024

Project Title: Airport Improvements Ph II

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: PWD2554522
Grant ID: S2517
Approved By: MB 08/21/2024
Entered By: SS 08.20 (Finance Use Only)

Department: Airport CIP Project Manager: James Garduno Ext: 505-670-3232

Project Date Range: 08/15/2024 to 06/30/28 ☑ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: DFA 24-I3146 % of Funding: 100%

MUNIS ORG: 5450407 MUNIS OBJ: 490210 Awarded Amount: $1,980,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Construction MUNIS ORG: 5450407 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other: _____

GRANTS ONLY:

Grantor Name: DFA 24-I3146 Awarded Amount: $2,000,000.00

AR Charge Code: 5450407.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Airport / Airport CIP	8/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design - Airport Improvements Ph II	5450407	572960	PWD2554522	1,980,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - 24-I3146 Airport Improvements Ph II	5450407	490210	PWD2554522	(1,980,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with NM DFA to plan, design, construct, improve and equip phase 2 of the Santa Fe Airport in the amount of $2,000,000 less an AIPP amount of $20,000 for an adjusted appropriation amount of $1,980,000 (24-I3146 expires 06/30/28)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Jan 28, 2025
Budget Officer — Date

Division Director Signature — Date

James Harris (Jan 28, 2025 13:14 MST) Jan 28, 2025
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Date: January 15, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Jan 15, 2025 17:03 MST)

Via: Maria Sanchez-Tucker, Community Services Department Director Maria Tucker (Jan 16, 2025 09:22 MST)

Subject: Grant A20E5289 Agreement Amendment

Vendor Name: State of New Mexico Aging and Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #23-0013 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5289 (Mary Esther Gonzales Senior Center - Planning & Design of New Senior Center) to Extend the Term through 06/30/2025 with No Corresponding Change in Cost. Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov, 505-955-4710

CONTRACT NUMBER:

The FY24Munis contract number is 3203827.

BACKGROUND AND SUMMARY:

On January 26, 2023, the City of Santa Fe entered into a Grant Agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant, Agreement #A20E5289 in the Total amount of $358,865.00 to plan and design a new senior center in Santa Fe.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

Chief Procurement Officer (CPO) / Designee: _____ **Date:** _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: COMDEV/Fund 345

Munis Org Name/Number: SnrCmDvDIP/345981

Munis Object Name/Number: WIP Design/572960

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ **Yes** | ☐ **No**
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ☒ **Yes** | ☐ **No**
Project Ledger #: COM2324109
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒**Yes** | ☐**No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment
Procurement Checklist
Summary of Contracts
Approved Grant Agreement Item 23-0013 (Approved 1/26/23)

GRANT AGREEMENT AMENDMENT 1 – A20E5289

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

I. This is an AMENDMENT to the GRANT AGREEMENT between Aging and Long-Term Services Department, hereafter known as "Department", or abbreviation such as "ALTSD", and Mary Esther Gonzales senior center, in the City of Santa Fe, in Santa Fe County, hereinafter called the "Grantee". When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.

II. AMENDMENT: This amendment seeks to extend the reversion date for encumbered funds under Senate Bill 207 from the 2020 Capital Projects General Obligation Bond Act. The current reversion date of June 30, 2024. The proposed extension is until June 30, 2025.

III. The amendment is to extend the expenditure period for those encumbered obligations submitted prior to the original reversion date in the amount of $250,074.23.

IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.

V. The Department's point of contact for this Amended GRANT AGREEMENT is:

Name: Tasha Martinez
Title: Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505.316.8900

VI. The Grantee's point of contact for this Amended GRANT AGREEMENT is:

Grantee: City of Santa Fe
Name: Manuel Sanchez
Title: Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: mnsanchez@santafenm.gov
Telephone:505-955-4710

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Aging and Long-Term Services Department	Grantee
_____	_____
Signature	Signature
_____	_____
Print/Cabinet Secretary or Designee	Print/Type Name and Title
_____	_____
Date	Date

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

____See Page 2_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging & Long-Term Services Department

Procurement/contract Title: Mary Esther Gonzales Senior Center Planning & Design

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Grant

Requesting Department: Community Services Staff Name: Manuel Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:**	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid da page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☐	☒	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Manuel Sanchez — Senior Services Division Director — 6/26/2024
Department Point of Contact — Title — Date

Maria Tucker
Department Director — Date

Chief Procurement Officer — Date

N/A
ITT Representative — Title — Date

CoSF

Version 3 12.1.2023

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203827

Contractor: State of New Mexico Aging and Long Term Services Department

Description: For the plan and design of a new Senior Center

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☉

Term Start Date: 07/01/2024 Term End Date: 06/30/2025

☐ Approved by Council Date: _____

Contract / Lease: Grant Agreement #A20E5289

Amendment # 1 to the Original Contract / Lease # GA #A20E5289

Increase/(Decrease) Amount $ 0.00

Extend Termination Date to: 06/30/2025

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** NM Dept of Fin and Admin - 490210 **Org / Object:** 3459981/572960

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Theresa Trujillo Phone # 505-955-4745

Email: tptrujillo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

Grant Agreement A20E5289
MARY ESTHER GONZALES SENIOR CENTERS – PLANNING & DESIGN
City of Santa Fe

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 26 day of January, 2023, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, 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, Chp. 84, Section 10, Subsection A, Paragraph 90 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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5289 $358,865 APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 90, three hundred fifty-eight thousand eight hundred sixty-five dollars $358,865 to plan and design the Mary Esther Gonzales senior center in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation three hundred fifty-eight thousand eight hundred sixty-five dollars $358,865 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, zero dollars $0.00, which three hundred fifty-eight thousand eight hundred sixty-five dollars $358,865, (the "Adjusted Appropriation Amount").

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.

[1] 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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 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[2] 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 Grantee's legal procurement 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;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or

b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures 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 submittal 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

[2] "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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

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 expenditures.
c. The Department may, in its 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 sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name:	Gino Rinaldi
Title:	Director
Address:	PO Box 909 Santa Fe NM 87504
Email:	earinaldi@santafenm.gov
Phone:	505-955-4710

Name:	Caryn Grosse
Title:	Facilities CIP Project Administrator
Address:	2651 Siringo Road, Building E Santa Fe, NM 87505
Email:	clgrosse@santafenm.gov
Phone:	505-955-5938

Department:	Aging and Long-Term Services Department
Name:	Barbara J. Romero
Title:	Capital Projects Bureau Chief
Address:	2550 Cerrillos Rd., Santa Fe, NM 87505
Email:	barbara.romero@state.nm.us
Telephone:	505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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:
request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.

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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; 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 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. 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 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, if 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 so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(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, 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 it 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 Conflict of Interest and 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 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 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 subawards, 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 and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe'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 City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

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

Grantee acknowledges and agrees that Grantee shall include the following or a 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe'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.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

By: Alan Webber
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Jan 15, 2023
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: Katrina Hotrum-Lopez Date: 1/26/2023
ALTSD Cabinet Secretary

By: Michal M. Hayes Date: 1/25/2023
ALTSD Legal Counsel – Certifying Legal Sufficiency

By: Valeria Garcia Date: 1/25/2023
ALTSD Chief Financial Officer

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ PROJECT TITLE:_____ PAY REQUEST NO._____
(Due on the 5th day of the month)

Grantee:_____ Grant Number:_____ Reporting Period:_____ DATE:_____ Grant Expiration Date:_____

Address:_____ Preparer's Name & Phone Number:_____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount:
AIPP Amount *(If applicable)*
Funds Requested to Date:
Amount Requested This Payment:
Grant Balance:

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
	Amount Requested This Payment:		

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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[1] 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: _____

1 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.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) Exhibit 3 is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email per instructions to ALTSD in WORD format)

1. Name of Grantee/ Fiscal Agent: City of Santa Fe
2. Project Title: Planning and Design of New Center
3. Grant Agreement Number: A20E5289

4. Background Narrative: The US census population projection, within a decade, the city of Santa Fe will see a Marked increase in population of Baby Boomer retirees. Nationally, from now until 2030, 10,000 baby boomers each day will hit retirement age. In the City of Santa Fe, it is projected that 33% of the population will be sixty plus. The 60 plus population will be larger than the 18 and younger. All current senior centers are in the northeast portion of the city. We are seeing a significant increase in growth in the western and southern portions of the city. Adding to the complexity of meeting future challenges is the attitude and behavior of the Baby Boomers which are markedly different from the previous generation that uses the Mary Esther Gonzales Senior Center. The result of the annual Title III program quality survey shows that a new Senior Center in the Southern portion of the city is needed.

5. Work Plan: Provide Plan and Design of New Senior Center

6. Budget Detail:

Project Cost Activities *(These are only examples .Insert activities specific to the proposed project.)*	Other Funds	State Funds
Architect/Engineer		$358,865
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		
Other Costs (specify)		
Totals		$358,865

7. Performance Measures: Provide Plan and Design of New Senior Center

8. **Results Expected:** Plan & Design process will include feasibility and location study, architectural drawings, and plans, engineering, archaeological and environmental surveys or clearances, zoning, design activities necessary if seeking LEED certification, and all other steps incident to create a plan for final product.

9.

Time Frame/ Milestones: *(These are only examples. Insert milestones specific to the proposed project.)*	*(Project the month & year for each milestone)*
RFP/Quotes Secured	April 2023
Bid Closing	May 2023
Bid Award to Contractor/Vendor	June 2023
Purchase/Install Equipment	
Project Completion & Review	December 2023
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	Monthly from award of Bid

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Gino Rinaldi
Title: Division Director
Address: PO Box 909 Santa Fe NM 87504
Email: earinaldi@santafenm.gov
Phone: 505-955-4710

Name: Caryn Grosse
Title: Facilities CIP Project Administrator
Address: 2651 Siringo Road, Building E, Santa Fe, NM 87505
Email: clgrosse@santafenm.gov
Phone: (505) 955-5938

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

Grant Agreement Amendment 1 Design - A20E5289

Final Audit Report 2025-01-22

Created:	2025-01-15
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAASJZCUaFOB63-1raMT5M4cwDUdux794mn

"Grant Agreement Amendment 1 Design - A20E5289" History

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Agreement completed.

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CITY OF SANTA FE

Date: January 15, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Jan 15, 2025 17:03 MST)

Via: Maria Sanchez Tucker, Community Services Department Director Maria Tucker (Jan 15, 2025 17:04 MST)

Subject: Grant A20E5290 Agreement Amendment

Vendor Name: State of New Mexico Aging and Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #22-0514 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5290 (Mary Esther Gonzales Senior Center – Vehicles) to Extend the Term through 06/30/2025 with No Corresponding Change in Cost. Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov, 505-955-4710.

CONTRACT NUMBER:

The FY24 Munis contract number is 3203689

BACKGROUND AND SUMMARY:

On October 29, 2022, the City of Santa Fe entered into a Grant agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant, Agreement #A20E5290 in the Total amount of $827,000 to purchase and equip Mary Esther Gonzales Senior Center Vehicles.

GRANT AGREEMENT AMENDMENT 1 – A20E5290

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

I. This is an AMENDMENT to the GRANT AGREEMENT between Aging and Long-Term Services Department, hereafter known as "Department", or abbreviation such as "ALTSD", and Mary Esther Gonzales senior center, in the City of Santa Fe, in Santa Fe County, hereinafter called the "Grantee". When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.

II. AMENDMENT: This amendment seeks to extend the reversion date for encumbered funds under Senate Bill 207 from the 2020 Capital Projects General Obligation Bond Act. The current reversion date of June 30, 2024. The proposed extension is until June 30, 2025.

III. The amendment is to extend the expenditure period for those encumbered obligations submitted prior to the original reversion date in the amount of $546,900.32.

IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.

V. The Department's point of contact for this Amended GRANT AGREEMENT is:

Name: Tasha Martinez
Title: Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505.316.8900

VI. The Grantee's point of contact for this Amended GRANT AGREEMENT is:

Grantee: City of Santa Fe
Name: Manuel Sanchez
Title: Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: mnsanchez@santafenm.gov
Telephone:505-955-4710

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Aging and Long-Term Services Department	Grantee
_____	_____
Signature	Signature
_____	_____
Print/Cabinet Secretary or Designee	Print/Type Name and Title
_____	_____
Date	Date

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

____See Page 2_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

Chief Procurement Officer (CPO) / Designee: _____ **Date:** _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: SENCITZGRT/241

Munis Org Name/Number: Senior Center Programs/2410111

Munis Object Name/Number: Vehicles <1.5/570950

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ **Yes** | ☐ **No**
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☒ **Yes** | ☐ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☐ **Yes** | ◉ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ◉ **Yes** | ○ **No**
Project Ledger #: COM2324108
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ **Yes** | ☐ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment
Procurement Checklist
Summary of Contracts

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging & Long-Term Services Department

Procurement/contract Title: Mary Esther Gonzales Senior Center Vehicles

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Grant

Requesting Department: Community Services Staff Name: Manuel Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A	
☐	☒	**Written Determination (srvs)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**
☐	☒	**ITB (include bid tab)**
☐	☒	**Other:** _____
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)**
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**
☒	☐	**Summary of Contract (only on contracts)**
☐	☒	**Current Santa Fe Business Registration (or Exemption if no tax)**
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**
☐	☒	**Evaluation Committee Report (RFPs only)**
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**

YES	N/A	
☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**BAR**
☐	☒	**FIR**
☐	☒	**Certificate of Insurance (srvs)**

Manuel Sanchez — Senior Services Division Director — 6/26/2024
Department Point of Contact — Title — Date

Maria Tucker
Department Director — Date

Chief Procurement Officer — Date

N/A
ITT Representative — Title — Date

CoSF

Version 3 12.1.2023

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203689

Contractor: State of New Mexico Aging and Long Term Services Department

Description: Purchase and equip vehicles for the Mary Esther Gonzales Senior Center

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ◉

Term Start Date: 07/01/2024 Term End Date: 06/30/2025

☐ Approved by Council Date: _____

Contract / Lease: Grant Agreement #A20E5290

Amendment # 1 to the Original Contract / Lease # GA #A20E5290

Increase/(Decrease) Amount $ 0.00

Extend Termination Date to: 06/30/2025

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** NM Dept of Fin and Admin - 490210 **Org / Object:** 241011/570950

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Theresa Trujillo Phone # 505-955-4745

Email: tptrujillo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 01 day of November, 2022, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, 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, Chp. 84, Section 10, Subsection A, Paragraph 91 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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5290 $827,000 APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 91, eight hundred twenty-seven dollars $827,000 to purchase and equip vehicles for the Mary Esther Gonzales senior center in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation eight hundred twenty-seven dollars $827,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, zero dollars $0.00, which equals eight hundred twenty-seven dollars $827,000, (the "Adjusted Appropriation Amount").

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.

[1] 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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 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[2] 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 Grantee's legal procurement 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;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
   b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

   Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures 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 submittal 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

[2] "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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

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 expenditures.
c. The Department may, in its 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 sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name:	Gino Rinaldi
Title:	Director
Address:	PO Box 909 Santa Fe NM 87504
Email:	earinaldi@santafenm.gov
Phone:	505-955-4710

Name:	Anya Alarid
Title:	Program Manager
Address:	PO Box 909 Santa Fe NM 87504
Email:	aalarid@santafenm.gov
Phone:	505-955-4744
Department:	Aging and Long-Term Services Department
Name:	Barbara J. Romero
Title:	Capital Projects Bureau Chief
Address:	2550 Cerrillos Rd., Santa Fe, NM 87505
Email:	barbara.romero@state.nm.us
Telephone:	505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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:
request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.

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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; 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 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. 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 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, if 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 so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(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, 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 it 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 Conflict of Interest and 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 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 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 subawards, 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 and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe'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 City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

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

Grantee acknowledges and agrees that Grantee shall include the following or a 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe'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.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Alan Webber (Oct 29, 2022 03:11 CDT)

Signature of Official with Authority to Bind Grantee

By: Alan Webber
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Oct 29, 2022
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: Katrina Hotrum-Lopez Date: 11/01/2022
ALTSD Cabinet Secretary

By: Michal M. Hayes Date: 11/01/2022
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: Valerie Garcia Date: 11/1/2022
ALTSD Chief Financial Officer

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ PROJECT TITLE:_____ PAY REQUEST NO._____
(Due on the first day of the month)

DATE:_____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date: _____

Address:_____ Preparer's Name & Phone Number:_____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvements/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
APP Amount *(if applicable)* _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
	Amount Requested This Payment:		

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

_____ _____ _____ _____
ALTSD Fiscal Date ALTSD Capital Projects Bureau Date

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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[1] 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: _____

1 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.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** City of Santa Fe
2. **Project Title:** Senior Center Vehicle
3. **Grant Agreement Number:** A20E5290
4. **Background Narrative:** Vehicle Replacement

5. **Work Plan:** Purchase 6 sedans and 3 SUV's
   Purchase 2 12- passenger Vans
   Purchase 5 15-passenger Wheelchair Vans
   Purchase 1 Hot Shot Meals on Wheels Truck

Based on pre-covid ridership about 10% of seniors do not own a vehicle; 1 in 5 do not drive; over half of the Senior non-drivers stay home on any given day, while 17% of older drivers stay home on any given day. Over 50% of seniors have chronic illnesses and/or disability and the provision of transportation services seniors provides them with a safe and cost-effective alternative.

6. **Budget Detail:**

Project Cost Activities *(These are only examples Insert activities specific to the proposed project.)*	**Other Funds**	**State Funds**
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
Vehicle Purchase		$666,924
Other Costs (specify)Radios, and cameras		$160,076
Totals		**$827,000**

7. **Performance Measures:** Providing 38,000 rides to over 600 riders

8. **Results Expected:** Will provide door to door transportation services to seniors within the city of Santa Fe city limits. Services such as, medical appointments, pharmacy, to and from centers for meals, shopping, etc., will be provided M-F 8-4.

9.

Time Frame/ Milestones: *(These are only examples. Insert milestones specific to the proposed project.)*	*(Project the month & year for each milestone)*
RFP/Quotes Secured	November 2022 (State price agreement)
Bid Closing	
Bid Award to Contractor/Vendor	March 2023
Purchase/Install Equipment	(Depending on the delivery of vehicles)
Project Completion & Review	June 2024
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	Once product has been received

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Gino Rinaldi
Title: Director
Address: PO Box 909 Santa Fe NM 87504
Email: earinaldi@santafenm.gov
Phone: 505-955-4710

Name: Anya Alarid
Title: Program Manager
Address: PO Box 909 Santa Fe NM 87504
Email: aalarid@santafenm.gov
Phone: 505-955-4744

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

CITY OF SANTA FE

Date: January 15, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Manuel Sanchez, Senior Services Division Director Manuel Sanchez (Jan 15, 2025 17:03 MST)

Via: Maria Sanchez-Tucker, Community Services Department Director Maria Tucker (Jan 16, 2025 09:22 MST)

Subject: Grant A20E5288 Agreement Amendment

Vendor Name: State of New Mexico Aging and Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Request for Approval of Contract Amendment No. 1 to Item #22-0541 with State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5288 (Mary Esther Gonzales Senior Center - Construction) to Extend the Term through 06/30/2025 with No Corresponding Change in Cost. Manuel Sanchez, Senior Services Division Director, mnsanchez@santafenm.gov, 505-955-4710.

CONTRACT NUMBER:

The FY24 contract number is 3203698.

BACKGROUND AND SUMMARY:

On November 17, 2022, the City of Santa Fe entered into a Grant agreement with the State of New Mexico Aging and Long-Term Services Department Capital Appropriation Project Grant Agreement #A20E5288 in the Total amount of $2,484,852.00 to plan, design, construct, equip and furnish the Mary Esther Gonzales Senior Center.

Prior Approvals and Supporting Information:

PROCUREMENT METHOD:

The procurement method used was Choose a Procurement Vehicle

Chief Procurement Officer (CPO) / Designee: _____ **Date:** _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:

Fund Name/Number: COMDEV/Fund345

Munis Org Name/Number: SnrCmDvCIP/3459981

Munis Object Name/Number: WIP Design/572960, WIP Construction/572970

Budget Officer / Designee: _____ **Date:** _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

Does this purchase require any of the following associated approvals: ☐ **Yes** | ☐ **No**
(ITT, Vehicles/Fleet, Facilities, Asset, Grant Review)

IT Components included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ **Yes** | ☐ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Capital Asset* or Project** ☒ **Yes** | ☐ **No**
Project Ledger #: SSD2124113
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ **Yes** | ☐ **No**
Approval: _____ **Title:** _____ **Date:** _____
Comment/Exceptions: _____

ATTACHMENTS:

Procurement Document: Choose an item.

Vendor's Proposal

Select Contract Type

ALTSD Grant Agreement Amendment
Procurement Checklist
Summary of Contracts
Approved Grant Agreement Item 22-0514 (Approved 11/1/22) Horizons declination

GRANT AGREEMENT AMENDMENT 1 – A20E5288

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

FUND 89200 CAPITAL APPROPRIATION PROJECT

I. This is an AMENDMENT to the GRANT AGREEMENT between Aging and Long-Term Services Department, hereafter known as "Department", or abbreviation such as "ALTSD", and Mary Esther Gonzales senior center, in the City of Santa Fe, in Santa Fe County, hereinafter called the "Grantee". When this GRANT AGREEMENT AMENDMENT is signed by both the Department and the Grantee, it becomes official and legally binding between both parties.

II. AMENDMENT: This amendment seeks to extend the reversion date for encumbered funds under Senate Bill 207 from the 2020 Capital Projects General Obligation Bond Act. The current reversion date of June 30, 2024. The proposed extension is until June 30, 2025.

III. The amendment is to extend the expenditure period for those encumbered obligations submitted prior to the original reversion date in the amount of $2,311,925.49.

IV. The Grantee agrees to abide by all terms, requirements and provisions of the original GRANT AGREEMENT that are not specifically changed by this AMENDMENT.

V. The Department's point of contact for this Amended GRANT AGREEMENT is:

Name: Tasha Martinez
Title: Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: capital.outlay@altsd.nm.gov
Telephone: 505.316.8900

VI. The Grantee's point of contact for this Amended GRANT AGREEMENT is:

Grantee: City of Santa Fe
Name: Manuel Sanchez
Title: Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: mnsanchez@santafenm.gov
Telephone:505-955-4710

This AMENDMENT is signed and agreed to by individual(s) who are legally authorized to sign legally binding documents on behalf of the Department and Grantee.

Aging and Long-Term Services Department	Grantee
_____	_____
Signature	Signature
_____	_____
Print/Cabinet Secretary or Designee	Print/Type Name and Title
_____	_____
Date	Date

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

____See Page 2_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging & Long-Term Services Department

Procurement/contract Title: Mary Esther Gonzales Senior Center Construction

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: Grant

Requesting Department: Community Services Staff Name: Manuel Sanchez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:**	☐	☒	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)**			
☐	☒	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☐	☒	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Manuel Sanchez — Senior Services Division Director — 6/26/2024
Department Point of Contact — Title — Date

Maria Tucker
Department Director — Date

Chief Procurement Officer — Date

N/A
ITT Representative — Title — Date

CoSF Version 3 12.1.2023

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203698

Contractor: State of New Mexico Aging and Long Term Services Department

Description: Plan, design, construct, equip and furnish the Mary Esther Gonzales Senior Center

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ◉

Term Start Date: 07/01/2024 Term End Date: 06/30/2025

☐ Approved by Council Date: _____

Contract / Lease: Grant Agreement #A20E5288

Amendment # 1 to the Original Contract / Lease # GA #A20E5288

Increase/(Decrease) Amount $ 0.00

Extend Termination Date to: 06/30/2025

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** NM Dept of Fin and Admin - 490210 **Org / Object:** 3459981/572960 & 572970

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Theresa Trujillo Phone # 505-955-4745

Email: tptrujillo@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 17 day of November, 2022, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and the City of Santa Fe, 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, Chp. 84, Section 10, Subsection A, Paragraph 89 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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5288 $2,484,852 APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 89, two million four hundred eight-four thousand eight hundred fifty-two dollars $2,484,852 to plan, design, construct, equip and furnish the Mary Esther Gonzales senior center in Santa Fe in Santa Fe County.

The Grantee's total reimbursements shall not exceed the appropriation two million four hundred eight-four thousand eight hundred fifty-two dollars $2,484,852 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, twenty-four thousand eight hundred forty-nine dollars $24,849, which equals two million four hundred sixty thousand three dollars $2,460,003, (the "Adjusted Appropriation Amount").

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.

[1] 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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 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[2] 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 Grantee's legal procurement 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;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or

b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures 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 submittal 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

[2] "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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

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 expenditures.
c. The Department may, in its 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 sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Name:	Gino Rinaldi
Title:	Director
Address:	PO Box 909 Santa Fe NM 87504
Email:	earinaldi@santafenm.gov
Phone:	505-955-4710

Name:	Caryn Grosse
Title:	Facilities CIP Project Manager
Address:	2651 Siringo Road. Building E, Santa Fe, NM 87505
Email:	clgrosse@santafenm.gov
Phone:	505-955-5938

Department:	Aging and Long-Term Services Department
Name:	Barbara J. Romero
Title:	Capital Projects Bureau Chief
Address:	2550 Cerrillos Rd., Santa Fe, NM 87505
Email:	barbara.romero@state.nm.us
Telephone:	505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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:
request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.

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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; 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 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. 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 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, if 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 so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(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, 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 it 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 Conflict of Interest and 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 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 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 subawards, 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 and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe'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 City of Santa Fe or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

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

Grantee acknowledges and agrees that Grantee shall include the following or a 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe'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.

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

By: Alan Webber
(Type or Print Name)

Its: Mayor
(Type or Print Title)

Nov 14, 2022
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: Katrina Hotrum-Lopez — Date: 11/17/2022
ALTSD Cabinet Secretary

By: Anastasia Martin — Date: 11/16/2022
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: Valerie Garcia — Date: 11/16/22
ALTSD Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Nov 14, 2022

ATTEST:

KRISTINE BUSTOS-MIHELCIC, CITY CLERK
GB MTG 11/09/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 6, 2022 10:23 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 14, 2022 06:23 MST)

EMILY OSTER, FINANCE DIRECTOR

TBD

ORG/OBJECT

EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT ☐ (due on the first day of the month) PROJECT TITLE:_____ PAY REQUEST NO._____

DATE:_____

Grantee:_____ Grant Number:_____ Reporting Period:_____ Grant Expiration Date:_____

Address:_____ Preparer's Name & Phone Number:_____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold ☐ Plan / Design ☐ Bid Documents ☐ Construction/Improvement/Renovation in Process ☐

Purchase in Process ☐ Substantial Completion ☐ Project Complete ☐ Other *(Please specify in narrative section)* ☐

Provide a project update and the anticipated timeline for commencement and completion for each phase *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount:
AIPP Amount *(if applicable)*
Funds Requested to Date:
Amount Requested This Payment:
Grant Balance:

FINAL REPORT ☐
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) ☐ (Jul-Dec) ☐
Fiscal Year _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Detail Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
		Amount Requested This Payment:	

☐ **MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.

☐ **PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name

Grantee Representative Signature & Printed Name *(Preparer)*

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information

ALTSD Fiscal Date

ALTSD Capital Projects Bureau Date

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee #_____

DATE: _____

TO: Department Representative: _____
FROM: Grantee: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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[1] 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: _____

1 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.

EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, City of Santa Fe.

The City of Santa Fe's special conditions have been cleared by DFA/Local Government and are no longer required to provide documentation regarding special conditions. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)
(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** City of Santa Fe
2. **Project Title:** Mary Esther Gonzales Senior Center Construction
3. **Grant Agreement Number:** A20E5288

4. **Background Narrative:**
The MEG Senior Center is the main senior center in the City of Santa Fe. It is centrally located in the northeastern side of the City where senior population is concentrated. Based on 2018 Census estimates, 27.3% of the City's population was 60 years and older; of which 1 in 3 had disabilities. In the past few years MEG has seen a dramatic increase in wheelchair clients – whether wheelchair van transportation, congregate, or arts & crafts and fitness. While wheelchair users can be comfortably accommodated in the cafeteria, they are unable to easily access the fitness room or the arts & crafts room. In addition to creating wider entrances to the rooms, allowing multiple people to get through the doorway without creating bottlenecks, equipment and furnishings must be more widely spaced to allow room for wheelchairs. Also, there is currently only 1 ADA toilet in the MEG and during peak hours, when 200-250 people may be present in the building, wheelchair clients may have to use non-ADA toilets which may compromise their safety and privacy. Additional offices are also need for counseling, assessment of clients, and respite.
In addition, the vehicle corral needs to be expanded to securely accommodate all DSS vehicles, as well as 3 steel storage units for use by Title III programs to store medical equipment and nutritional support. The neighborhood surrounding the MEG has undergone enormous social change in recent years; higher crime rates, drug use, homelessness and unemployment have resulted in theft and vandalism to vehicles which are parked outside the corral.

5. **Work Plan:**
The $2,484,852 in capital outlay funds will be used for:
   - $528,000 for improvements to vehicle corral to expand the size and add storage
   - $1,956,852 for expansion and conversion of the fitness room into an adaptive gym; building 2 ADA multipurpose rooms; adding ADA toilets and Title III offices.

Schematic designs have already been prepared for both. Design development will begin as soon as a fully executed Grant Agreement contract is received. The Division of Senior Services will follow State and City of Santa Fe procurement procedures and work will be supervised/monitored by a City of Santa Fe Public Works Project Administrator.

6. **Budget Detail:**

Project Cost Activities *(These are only examples .Insert activities specific to the proposed project.)*	Other Funds	State Funds
Architect/Engineer	$100,019	$148,466
Construction		2,011,537
Renovation		
Improvements for Code Compliance		300,000
Equipment		
Vehicle Purchase		
Arts in Public Places (AIPP) 1%		24,849
Totals	$100,019	$2,484,852

7. **Performance Measures:**
   a. Percentage of increase or decrease in the number of eligible seniors utilizing the Senior Center (e.gs. participating in activities like arts and crafts, bingo, yoga and Zumba; watching films; etc.).
   b. Percentage of increase or decrease in the number of eligible seniors with disabilities accessing the Senior Center with ease.
   c. Number of eligible seniors with disabilities who reported having social ties/ perceived social support.

8. **Results Expected:**
   a. A safe and code compliant facility.
   b. Greater socialization and interaction with others.
   c. Reduction in loneliness due to use of the Senior Center.
   d. Improved access to information or linkages to other services and resources on aging issues.
   e. An efficient and effective continuity facility for City of Santa Fe's Senior Services.

9.

Time Frame/ Milestones: *(These are only examples. Insert milestones specific to the proposed project.)*	*(Project the month & year for each milestone)*
Design development	December 2022
Bid Closing	March 2023
Bid Award to Contractor/Vendor	May 2023
Project Completion & Review	November 2024
Submit Request for Payment Form and Supporting Documents to ALTSD/Capital Projects Bureau	Monthly throughout project

10. **Responsible Staff** *(include Project Manager and Fiscal Contact):*

Name: Eugene Rinaldi
Title: Division of Senior Services Director
Address: 1121 Alto Street, Santa Fe, NM 87501
Email: earinaldi@santafenm.gov
Phone: (505) 955-4710

Name: Caryn Grosse
Title: Facilities CIP Project Administrator
Address: 2651 Siringo Road, Building E, Santa Fe, NM 87505
Email: clgrosse@santafenm.gov
Phone: (505) 955-5938

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

Grant Agreement Amendment 1 Expansion - A20E5288

Final Audit Report 2025-01-22

Created:	2025-01-15
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAONypzS0RMdEFEOuSzOmjaUExzj9SbirJ

"Grant Agreement Amendment 1 Expansion - A20E5288" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov)
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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-22 - 6:05:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

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CITY OF SANTA FE

Date: January 9, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (Jan 13, 2025 13:41 MST)
Sam Burnett, Facilities Division Director
JOHN BURNETT (Jan 9, 2025 21:59 MST)

Subject: Capital Appropriation Project Grant Agreement 22-G3016 for Facility Leased to Kitchen Angels

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ACTION:
Request for Approval of Capital Appropriation Agreement 22-G3016 with New Mexico Department of Finance and Administration in the Total Amount of $200,000 for Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2026. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $198,000 from the 2022 Capital Appropriation to FY25 Revenue and Expenses for Renovations to Facility Leased to Kitchen Angels.

BACKGROUND AND SUMMARY:
Kitchen Angels is the only organization that provides special needs meals to homebound individuals in Santa Fe. It is a 501(c)3 New Mexico nonprofit organization in "Good Standing." Since its founding in 1992, Kitchen Angels has served more than 2 million meals. Kitchen Angels is located at 1222 Siler Road, in a facility owned by the City of Santa Fe. The City and Kitchen Angels have a 20-year lease.

The City of Santa Fe received capital appropriation 22-G3016 in the amount of $200,000. The State allocated $2,000 for Art in Public Places (AIPP); $198,000 is available to be placed into the budget for the project. The reversion date for these funds is June 30, 2026.

This funding will be used for renovations and improvements to the building, including but not limited to the heating, ventilation and air conditioning (HVAC) systems.

There are two additional State Capital Appropriation Grants for renovations to facility leased to Kitchen Angels:

- Grant Agreement 23-H3202 — $200,000 with a reversion date of June 30, 2027, for renovations and improvements to the building, including but not limited to the installation of a solar photovoltaic system to reduce costs.
- Grant Agreement 24-I4220 — $100,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but not limited to parking lot improvements to increase parking, improve accessibility, and reduce flooding during rain events.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
Grant Agreement NMDFA 22-G3016
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
2022 New Mexico Capital Appropriation 22-G3016
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals? ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities. Furniture. Fixtures. Equipment included? ☒ Yes I ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Jan 9, 2025 21:59 MST) _____
Comment/Exceptions: _____
Email: jsburnett@santafenm.gov

Capital Asset* or Project? ☒ Yes | ☐ No**
Project Ledger# COM2434501
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Jan 16, 2025 12:52 MST) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement NMDFA 22-G3016

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, 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 2022, Chapter 53, Section 30, Paragraph 404, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

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:

22-G3016 $200,000.00 APPROPRIATION REVERSION DATE**: June 30, 2026**

Laws of 2022, Chapter 53, Section 30, Paragraph 404, Two Hundred Thousand Dollars and Zero Cents ($200,000.00), to plan, design, construct, improve and equip a facility for a Santa Fe meals program serving homebound and special needs individuals in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Thousand Dollars and Zero Cents $200,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[17], if applicable, Two Thousand Dollars and Zero Cents $2,000.00, which equals One Hundred and Ninety Eight Thousand Dollars and Zero Cents $198,000.00 (the "Adjusted Appropriation Amount").

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 LANGUAGE: "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[18] 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

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[17] 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.

[18] "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.

(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 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: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: P.O Box 910 Santa Fe, NM 87505
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: 200 Lincoln Avenue, Santa Fe, NM 87501
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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, 2026** 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. <u>Requests for Additional Information/Project Inspection</u>

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 ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) 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 Wage 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, 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 subawards, 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 **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe**’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 **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

Department of Finance & Administration, State of New Mexico

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (May 31, 2024 16:47 MDT)

_____

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (If *Applicable*): $0

G. Grant Balance: $0

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ Reporting Certification:

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. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

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: $0

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: Project Manager

Signature: _____

Date: _____

1 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.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works Department/Facilities Division	9/23/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP CONSTRUCTION	3459981	572970	COM2434501	198,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - HOMEBOUND MEALS PROGRAM	3459981	490210	COM2434501	(198,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

DFA grant award (22-G3016) for Homebound Meals Program (Kitchen Angels) in the total amount of $198,000. Expires 6/30/2026. Total of $200,000.00 minus 1% AIPP ($2,000.00).

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Caryn Grosse — 9/23/2024
Prepared By *{print name}* — Date

JOHN BURNETT (Jan 9, 2025 21:59 MST)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Jan 13, 2025 13:41 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Contract Packet_Kitchen Angels_Grant 22-G3016_01 09 2025_CG4 TF DC ELK SB

Final Audit Report 2025-01-13

Created:	2025-01-09
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWmtzF9RnmMHhfLGExaUzaa7KCgQBz0h-

"Contract Packet_Kitchen Angels_Grant 22-G3016_01 09 2025_CG4 TF DC ELK SB" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-09 - 11:10:25 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-01-09 - 11:15:48 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-01-10 - 0:37:32 AM GMT- IP address: 104.47.64.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-01-10 - 0:40:49 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-01-10 - 0:40:51 AM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-01-10 - 4:58:39 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-01-10 - 4:59:16 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-01-10 - 4:59:17 AM GMT

Email viewed by rawheeler@santafenm.gov
2025-01-13 - 8:40:25 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-01-13 - 8:41:31 PM GMT- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2025-01-13 - 8:41:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-13 - 8:41:33 PM GMT

Powered by
Adobe
Acrobat Sign

Contract Packet_Kitchen Angels_Grant 22-G3016_01 09 2025_CG4 TF DC ELK SB - routing for sigs

Final Audit Report 2025-01-30

Created:	2025-01-14
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdoG4xEYkzfGyvx9_cggIF_j8dRvBDya6

"Contract Packet_Kitchen Angels_Grant 22-G3016_01 09 2025_CG4 TF DC ELK SB - routing for sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-14 - 7:44:28 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-01-14 - 8:02:14 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-15 - 4:52:45 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-15 - 4:53:14 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to evlujan@santafenm.gov for signature
2025-01-15 - 4:53:17 PM GMT

Email viewed by evlujan@santafenm.gov
2025-01-16 - 7:49:35 PM GMT- IP address: 104.47.65.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2025-01-16 - 7:52:03 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-01-16 - 7:52:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-16 - 7:52:07 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-25 - 7:10:34 PM GMT- IP address: 174.218.22.98

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-30 - 5:49:33 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-30 - 5:53:03 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-30 - 5:53:03 AM GMT

CITY OF SANTA FE

Date: January 9, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Jan 13, 2025 13:40 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Jan 9, 2025 21:59 MST)

Subject: Capital Appropriation Project Grant Agreement 23-H3202 for Facility Leased to Kitchen Angels

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ACTION:
Request for Approval of Capital Appropriation Agreement 23-H3202 with New Mexico Department of Finance and Administration in the Total Amount of $200,000 for Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2027. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $198,000 from the 2023 Capital Appropriation to FY25 Revenue and Expenses for Renovations to Facility Leased to Kitchen Angels.

BACKGROUND AND SUMMARY:
Kitchen Angels is the only organization that provides special needs meals to homebound individuals in Santa Fe. It is a 501(c)3 New Mexico nonprofit organization in "Good Standing." Since its founding in 1992, Kitchen Angels has served more than 2 million meals. Kitchen Angels is located at 1222 Siler Road, in a facility owned by the City of Santa Fe. The City and Kitchen Angels have a 20-year lease.

The City of Santa Fe received capital appropriation 23-H3202 in the amount of $200,000. The State allocated $2,000 for Art in Public Places (AIPP); $198,000 is available to be placed into the budget for the project. The reversion date for these funds is June 30, 2027.

This funding will be used for renovations and improvements to the building, including but not limited to the installation of a solar photovoltaic system to reduce costs.

There are two additional State Capital Appropriation Grants renovations to facility leased to Kitchen Angels:

- Grant Agreement 24-I4220 — $100,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but not limited to parking lot improvements to increase parking, improve accessibility, and reduce flooding during rain events.
- Grant Agreement 22-G3016 — $200,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but not limited to the heating, ventilation, and air conditioning (HVAC) systems.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
Grant Agreement NMDFA 23-H3202
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
2023 New Mexico Capital Appropriation 23-H3202
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals? ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: _____
Comment/Exceptions:

Signature: JOHN BURNETT (Jan 9, 2025 21:59 MST) _____

Email: jsburnett@santafenm.gov

Capital Asset* or Project? ☒ Yes | ☐ No**
Project Ledger# CIP2434501
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Jan 16, 2025 12:58 MST) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement NMDFA 23-H3202

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **City of Santa Fe**, 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 2023, Chapter 199, Section 28, Paragraph 448, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation.

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:

23-H3202 $200,000.00 APPROPRIATION REVERSION DATE**: June 30, 2027**

Laws of 2023, Chapter 199, Section 28, Paragraph 448, Two Hundred Thousand Dollars and Zero Cents ($200,000.00), to plan, design, construct, equip, renovate and improve facilities, including heating, ventilation and air conditioning systems, used by a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed Two Hundred Thousand Dollars and Zero Cents $200,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[53], if applicable, Two Thousand Dollars and Zero Cents $2,000.00 which equals One Hundred and Ninety Eight Thousand Dollars and Zero Cents $198,000.00 (the "Adjusted Appropriation Amount").

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." 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[54] 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

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[53] 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.

[54] "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.

(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 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: City of Santa Fe
Name: Alan Webber
Title: Mayor
Address: P.O Box 911, Santa Fe, NM 87506
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: City of Santa Fe
Name: Emily Oster
Title: Finance Director
Address: 200 Lincoln Avenue, Santa Fe, NM 87501
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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, 2027** 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. <u>Requests for Additional Information/Project Inspection</u>

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 ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) 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 Wage 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, 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 subawards, 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 **City of Santa Fe** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Santa Fe’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 **City of Santa Fe** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Santa Fe** 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the **City of Santa Fe** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Santa Fe** 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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

CITY OF SANTA FE
Entity Name

By: ALAN WEBBER
(Type or Print Name)

Its: MAYOR
(Type or Print Title)

_____
Date

Department of Finance & Administration, State of New Mexico

_____
By:

Its: Division Director

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Apr 4, 2024 13:57 MDT)

_____

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: $0

C. AIPP Amount *(If Applicable)* : $0

D. Funds Requested to Date: $0

E. Amount Requested this Payment: $0

F. Reversion Amount (If *Applicable*): $0

G. Grant Balance: $0

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ Reporting Certification:

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. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

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: $0

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: Project Manager

Signature: _____

Date: _____

1 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.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Community Development	9/27/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3459981	572970	CIP2434501	198,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDFA 23-H3202	3459981	490210	CIP2434501	(198,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

APPROPRIATION OF 2023 DFA GRANT FUNDING FOR KITCHEN ANGELS RENOVATIONS/CIP2434501

IN THE AMOUNT OF $198,000.00 ($2,000.00 LESS 1%AIPP)

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

De Alva Calabaza — 9/27/2024
Prepared By *{print name}* — Date

Business Operations Manager Signature {optional} — Date

Regina Wheeler
Regina Wheeler (Jan 13, 2025 13:40 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

Contract Packet_Kitchen Angels_ Grant 23-H3202_01 09 2025_CG3 TF1 DC1 ELK

Final Audit Report 2025-01-13

Created:	2025-01-09
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQDWONelw-eJj0v4DxbrIMlfvRNw87oUm

"Contract Packet_Kitchen Angels_ Grant 23-H3202_01 09 2025_CG3 TF1 DC1 ELK" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-09 - 11:22:33 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-01-09 - 11:26:49 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-01-10 - 0:41:07 AM GMT- IP address: 104.47.65.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-01-10 - 0:41:45 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-01-10 - 0:41:47 AM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-01-10 - 4:59:27 AM GMT- IP address: 73.228.3.65

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-01-10 - 4:59:55 AM GMT - Time Source: server- IP address: 73.228.3.65

Document emailed to rawheeler@santafenm.gov for signature
2025-01-10 - 4:59:56 AM GMT

Email viewed by rawheeler@santafenm.gov
2025-01-10 - 8:22:21 PM GMT- IP address: 104.47.64.254

Email viewed by rawheeler@santafenm.gov
2025-01-13 - 8:37:15 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-01-13 - 8:40:09 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-01-13 - 8:40:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-13 - 8:40:11 PM GMT

Contract Packet_Kitchen Angels_ Grant 23-H3202_01 09 2025_CG3 TF1 DC1 ELK - routing for sigs

Final Audit Report 2025-01-30

Created:	2025-01-14
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPnBGPQYt9hqQmDhhWcXR7AVVqEUFZo-8

"Contract Packet_Kitchen Angels_ Grant 23-H3202_01 09 2025_CG3 TF1 DC1 ELK - routing for sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-14 - 8:05:59 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-01-14 - 8:11:14 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-15 - 4:53:21 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-15 - 4:54:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to evlujan@santafenm.gov for signature
2025-01-15 - 4:54:07 PM GMT

Email viewed by evlujan@santafenm.gov
2025-01-16 - 7:57:53 PM GMT- IP address: 104.47.64.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2025-01-16 - 7:58:32 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-01-16 - 7:58:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-16 - 7:58:36 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-25 - 7:04:06 PM GMT- IP address: 174.218.22.98

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-30 - 5:58:02 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-30 - 6:00:01 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-30 - 6:00:01 AM GMT

CITY OF SANTA FE

Date: January 14, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Jan 14, 2025 10:44 MST)
Sam Burnett, Facilities Division Director JOHN BURNETT (Jan 14, 2025 10:25 MST)

Subject: Capital Appropriation Agreement Project 24-I4220 for Facility Leased to Kitchen Angels

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ACTION:
Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $100,000 for Project 24-I4220 Improvements to the City Facility Leased to Kitchen Angels with a Reversion Date of June 30, 2026. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $100,000 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for Renovations to Facility Leased to Kitchen Angels.

BACKGROUND AND SUMMARY:
Kitchen Angels is the only organization that provides special needs meals to homebound individuals in Santa Fe. It is a 501(c)3 New Mexico nonprofit organization in "Good Standing." Since its founding in 1992, Kitchen Angels has served more than 2 million meals. Kitchen Angels is located at 1222 Siler Road, in a facility owned by the City of Santa Fe. The City and Kitchen Angels have a 20-year lease.

The City of Santa Fe received Capital Appropriation Project 24-I4220 in the amount of $100,000, which reauthorizes Capital Appropriation Project 20-E2738. The reversion date for these funds is June 30, 2026.

This funding will be used for renovations and improvements to the building, including but not limited to parking lot improvements to increase parking, improve accessibility, and reduce flooding during rain events.

There are two additional state capital appropriation agreements for renovations to the facility leased to Kitchen Angels:

- Grant Agreement 22-G3016 — $200,000 with a reversion date of June 30, 2026, for renovations and improvements to the building, including but not limited to the heating, ventilation, and air conditioning (HVAC) systems.
- Grant Agreement 23-H3202 — $200,000 with a reversion date of June 30, 2027, for renovations and improvements to the building, including but not limited to the installation of a solar photovoltaic system to reduce costs.

All funds are expected to be utilized prior to the reversion dates.

ATTACHMENTS:
Capital Appropriation Agreement NMDFA 24-I4220
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
2024 New Mexico Capital Appropriation 24-I4220
Fund Name/Number: CIP Community Development/Fund 345
Munis Org Name/Number: Seniors/Comm Dev CIP/3459981
Munis Object Name/Number: WIP Construction/572970
Budget Officer/Designee: Andy Hopkins Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Jan 14, 2025 10:25 MST) _____
Comment/Exceptions: _____ _____
Email: jsburnett@santafenm.gov

Capital Asset* or Project? ☒ Yes | ☐ No**
Project Ledger# PWD2534521
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Jan 16, 2025 12:59 MST) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement NMDFA 24-I4220

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, 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 2024, Chapter 65, Section 218**, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

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:

24-I4220 $100,000.00 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 218, One Hundred Thousand ($100,000.00), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 394 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed One Hundred Thousand $100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero $0.00, which equals One Hundred Thousand $100,000.00 (the "Adjusted Appropriation Amount").

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 Language if special conditions apply. 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 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 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 shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.

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.

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[1]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.

[2]"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.

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: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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, 2026** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

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 provided by the Department. 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 execution 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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, 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 subawards, 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 **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'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 **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE 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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Aug 12, 2024 16:55 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

Emily K. Oster

_____

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that 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 the Grant Agreement.

V. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

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: _____

1 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.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Development / Community Development CIP	8/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Homebound Meals	3459981	572970	PWD2534521	100,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - 24-I4220 Homebound Meals	3459981	490210	PWD2534521	(100,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with NM DFA to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in the total amount of $100,000 (24-I4220 expires 06/30/26)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

JOHN BURNETT (Jan 14, 2025 10:25 MST)
Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Jan 14, 2025 10:44 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Contract Packet_Kitchen Angels_24-I4220_01 08 2025_CG2 ELK3 SB RW

Final Audit Report 2025-01-14

Created:	2025-01-14
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfj8TvR0pkMMR_s8-lqUpXTjIT_m5gNtH

"Contract Packet_Kitchen Angels_24-I4220_01 08 2025_CG2 EL K3 SB RW" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-14 - 4:48:23 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-01-14 - 4:53:37 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-01-14 - 4:54:13 PM GMT- IP address: 104.47.64.254

Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)
Signature Date: 2025-01-14 - 4:55:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature
2025-01-14 - 4:55:24 PM GMT

Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)
2025-01-14 - 5:25:20 PM GMT- IP address: 63.232.20.2

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-01-14 - 5:25:40 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-14 - 5:25:46 PM GMT

Email viewed by rawheeler@santafenm.gov
2025-01-14 - 5:43:36 PM GMT- IP address: 104.47.64.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-01-14 - 5:44:34 PM GMT- IP address: 76.113.9.199

Powered by Adobe Acrobat Sign

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2025-01-14 - 5:44:36 PM GMT - Time Source: server- IP address: 76.113.9.199

Agreement completed.

2025-01-14 - 5:44:36 PM GMT

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Adobe
Acrobat Sign

Contract Packet_Kitchen Angels_24-I4220_01 08 2025_CG2 ELK3 SB RW - routing for sigs

Final Audit Report 2025-01-30

Created:	2025-01-14
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAammPWfPt7aSw1JlHjNa4HsEdlMYSYv0w

"Contract Packet_Kitchen Angels_24-I4220_01 08 2025_CG2 ELK3 SB RW - routing for sigs" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-14 - 8:13:47 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-01-14 - 8:17:35 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-15 - 4:54:53 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-15 - 4:55:18 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-15 - 4:55:23 PM GMT

Email viewed by evlujan@santafenm.gov
2025-01-16 - 7:58:45 PM GMT- IP address: 104.47.64.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2025-01-16 - 7:59:08 PM GMT- IP address: 63.232.20.2

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-01-16 - 7:59:10 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-16 - 7:59:13 PM GMT

Powered by Adobe Acrobat Sign

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-25 - 7:04:12 PM GMT- IP address: 174.218.22.98

Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2025-01-30 - 5:53:35 AM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-01-30 - 5:57:15 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-01-30 - 5:57:15 AM GMT

CITY OF SANTA FE

Date: January 13, 2025

To: Governing Body

From: Caryn Grosse, PMP, Public Works Project Manager III

Via: Regina Wheeler, Public Works Department Director
Regina Wheeler (Jan 17, 2025 10:47 MST)
Sam Burnett, Facilities Division Director
JOHN BURNETT (Jan 17, 2025 05:51 MST)

Subject: Capital Appropriation Agreement Project 24-I4221 for Municipal Court Renovations

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ACTION:
Request for Approval of Capital Appropriation Agreement with New Mexico Department of Finance and Administration in the Total Amount of $29,843 for Project 24-I4221 Municipal Court Renovations with a Reversion Date of June 30, 2026. (Caryn Grosse, PMP, Public Works Project Manager III, clgrosse@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $29,843 from the 2024 Capital Appropriation to FY25 Revenue and Expenses for Municipal Court Renovations.

BACKGROUND AND SUMMARY:
The City of Santa Fe received Capital Appropriation Project 20-E2740 in the amount of $363,700. The State allocated $3,000 for Art in Public Places (AIPP) and the adjusted appropriation amount of $360,700 was available for renovations including replacing the roof, installing new cooling units and window controls, and a fence with gate to secure the parking lot. Those renovations totaled $330,857, leaving a balance of $29,843.

The Legislature approved reauthorization of the remaining balance of $29,843 under Capital Appropriation Project 24-I4221. The reversion date for these funds is June 30, 2026.

These funds will be used to make additional renovations to the Municipal Court to improve security and accessibility.

The Agreement designates Mayor Alan Webber as the official representative in all matters related to the Agreement and therefore requires review by Governing Body.

ATTACHMENTS:
Capital Appropriation Agreement NMDFA 24-I4221
BAR

PROCUREMENT METHOD:
Not Applicable

Chief Procurement Officer (CPS)/Designee: _____ Date: _____
CPO Comment/Exceptions: _____

FUNDING SOURCE:
2024 New Mexico Capital Appropriation 24-I4221
Fund Name/Number: Facilities/Fund 320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

Budget Officer/Designee: Andy Hopkins _____ Date: _____
Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:
Does this purchase require any of the following associated approvals? ☒ Yes | ☐ No
(ITT, Vehicles/Fleet, Facilities, Asset or Grant Review)

IT Components included? ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Vehicles included ☐ Yes | ☒ No
Approval: _____ Date: _____
Comment/Exceptions: _____

Construction, Facilities, Furniture, Fixtures, Equipment included? ☒ Yes | ☐ No
Approval: _____ **Signature:** JOHN BURNETT (Jan 17, 2025 05:51 MST) _____
Comment/Exceptions: _____
Email: jsburnett@santafenm.gov

Capital Asset* or Project? ☒ Yes | ☐ No**
Project Ledger# PWD2532020
(*will this procurement result in a tangible item that costs more than $5,000?)
(**Capital Projects are new and improvement projects that are going to cost $10,000 or more)
Approval: _____ Date: _____
Comment/Exceptions: _____

Is this a Grant Funded Purchase? ☒ Yes | ☐ No
Approval: Erika Lujan Erika Lujan (Jan 21, 2025 08:18 MST) Title: _____ Date: _____
Comment/Exceptions: Grant Agreement NMDFA 24-I4221

Department Contract Administrator Contact Info:
Elizabeth L. Kahahane (elkahahane@santafenm.gov)

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF SANTA FE**, 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 2024, Chapter 65, Section 219**, 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, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

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:

24-I4221 $29,842.73 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 219, Twenty Nine Thousand Eight Hundred Forty Two Dollars And Seventy Three Cents ($29,842.73), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 396 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe in Santa Fe county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Twenty Nine Thousand Eight Hundred Forty Two Dollars And Seventy Three Cents $29,842.73 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars And Zero Cents $0.00, which equals Twenty Nine Thousand Eight Hundred Forty Two Dollars And Seventy Three Cents $29,842.73 (the "Adjusted Appropriation Amount").

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 Language if special conditions apply. 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 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 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 shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.

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.

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[1]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.

[2]"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.

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: CITY OF SANTA FE
Name: Alan Webber
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

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: CITY OF SANTA FE
Name: Emily K. Oster
Title: Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: ekoster@santafenm.gov
Telephone: 505-629-3411

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

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: danieln.catanach@dfa.nm.gov
Telephone: 505-231-6090

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, 2026** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

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 provided by the Department. 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 execution 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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, 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 subawards, 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 **CITY OF SANTA FE** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **CITY OF SANTA FE**'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 **CITY OF SANTA FE** or the

Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF SANTA FE** 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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF SANTA FE may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF SANTA FE 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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

__**See Previous Page**_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 15, 2024 13:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)* : _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (I*f Applicable*): _____

G. Grant Balance: _____

H. 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. ☐ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that 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 the Grant Agreement.

V. ☐ Compliance Certification:

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.

Emily K. Oster

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **PO #** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative:_____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ 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: _____

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: _____

1 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.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety / Facilities CIP	8/15/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Muni Court	3209980	572970	PWD2532020	29,843	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA - 24-I4221 Muni Court	3209980	490210	PWD2532020	(29,843)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Agreement with NM DFA to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs to the Municipal Court building in the total amount of $29,842.73 (24-I4221 expires 06/30/26)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Halona Crowe — 8/15/2024
Prepared By *{print name}* — Date

JOHN BURNETT (Jan 17, 2025 05:51 MST)
Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Jan 17, 2025 10:47 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Emily K. Oster
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Contract Packet_Muni Ct_24-I4221_01 09 2025_CG1 ELK3

Final Audit Report 2025-01-30

Created:	2025-01-14
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApbuBxdKR3QSQTJ_vUS27QEcZkDetZtyy

"Contract Packet_Muni Ct_24-I4221_01 09 2025_CG1 ELK3" History

Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)
2025-01-14 - 8:34:55 PM GMT- IP address: 63.232.20.2

Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature
2025-01-14 - 8:44:19 PM GMT

Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)
2025-01-14 - 9:32:49 PM GMT- IP address: 104.47.65.254

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Signature Date: 2025-01-14 - 9:33:13 PM GMT - Time Source: server- IP address: 63.232.20.2

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2025-01-17 - 12:51:02 PM GMT- IP address: 174.240.21.57

Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)
Signature Date: 2025-01-17 - 12:51:38 PM GMT - Time Source: server- IP address: 174.240.21.57

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2025-01-17 - 12:51:42 PM GMT

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2025-01-17 - 5:44:07 PM GMT- IP address: 104.47.65.254

Powered by Adobe Acrobat Sign

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-01-17 - 5:47:03 PM GMT- IP address: 63.232.20.2

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-01-17 - 5:47:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-01-17 - 5:47:11 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-01-17 - 7:25:07 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-01-17 - 7:25:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to evlujan@santafenm.gov for signature
2025-01-17 - 7:25:42 PM GMT

Email viewed by evlujan@santafenm.gov
2025-01-21 - 3:14:17 PM GMT- IP address: 104.47.64.254

Signer evlujan@santafenm.gov entered name at signing as Erika Lujan
2025-01-21 - 3:18:36 PM GMT- IP address: 72.111.14.0

Document e-signed by Erika Lujan (evlujan@santafenm.gov)
Signature Date: 2025-01-21 - 3:18:38 PM GMT - Time Source: server- IP address: 72.111.14.0

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-01-21 - 3:18:42 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-25 - 6:53:26 PM GMT- IP address: 174.218.22.98

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-01-30 - 5:43:47 AM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-01-30 - 5:48:24 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-01-30 - 5:48:24 AM GMT

CITY OF SANTA FE

Date: January 29, 2025

To: Mayor Alan Webber and Governing Body, Finance, Quality of Life

Via: Johanna Nelson, Director, Economic Development JN

From: Casey Dalbor, Business Growth Manager CJD

Subject: BAR for Parting Stone, Inc. Local Economic Development Act (LEDA) Grant Funds

Vendor Name: Parting Stone

Vendor Number: 10379

ITEM AND ISSUE:

The Governing Body approved the amendment of Parting Stones LEDA Packet which includes a Participation Agreement, Intergovernmental Agreement and Ordinance 2024-10 on October 30, 2024, which allows the New Mexico Economic Development Department (NMEDD) to deposit One-Hundred and Fifty Thousand Dollars ($150,000) to the Economic Development Fund to support a Local Economic Development Act (LEDA) project in Santa Fe: Parting Stone, Inc.

ACTION REQUESTED:

Staff recommends approval of a BAR in the amount of One-Hundred Fifty-Thousand Dollars ($150,000) from Fund 212 - Revenue 490195 (NM Economic Dev. Dept.) to increase the Budget FY25 Obj. 510400 (Grants and Services).

BACKGROUND AND SUMMARY:

Parting Stone, Inc. offers alternatives to traditional cremated remains by transforming ashes into solidified stones.

In May of 2023, the Governing Body approved a LEDA project for Parting Stone, Inc. in the grant amount of One-Hundred Seventy-Five Thousand Dollars ($175,000) to support the creation of 28 Santa Fe jobs. The funds include a $150,000 grant from the NMEDD and a $25,000 grant from the OED.

The executed Intergovernmental Agreement (IGA) directs the grant funds be deposited

with to the Economic Development Fund and the City of Santa Fe Office of Economic Development will serve as the fiscal agent. Once the company has met the required benchmarks via the executed Project Participation Agreement (PPA) the grant funds will be dispersed accordingly.

PROCUREMENT METHOD:

LEDA is exempt from Procurement.

Chief Procurement Officer Approval:_____ Date:_____
Comment/Exceptions:_____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 325XXX
The FY25 Project ledger number is ECD2521201

SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Grants & Services
Munis Org Name/Number: 2122800
Munis Object Name/Number: 510400

If the project is grant funded? List grant award number:_____

Grant Manager / Accounting Officer Approval: _____ Date:_____
Comment/Exceptions: _____

Project Ledger #: ECD2521201

Budget Officer Approval:_____ Date:_____
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☐ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☐ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)

☐ **Yes |** ☐ **No**

Project Ledger #:_____

Anticipated length of project: _____

Asset Manager Approval:_____ **Date:**_____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes |** ☐ **No**
Vehicles: ☐ **Yes |** ☐ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes |** ☐ **No**

Approval:_____ **Title:**_____ **Date**:_____
Approval:_____ **Title:**_____ **Date**:_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:

ATTACHMENTS:

- Signed Ordinance
- Signed PPA
- Signed IGA

Log # *{Finance use only}* :	
Journal # *{Finance use only}* :	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
COMMUNITY DEVELOPMENT DEPARTMENT / ECONOMIC DEVELOPMENT DIVISION	1/7/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants and Services	2122800	510400	ECD2521201	150,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
New Mexico Economic Development	2122800	490195	ECD2521201	(150,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

The Governing Body approved the 2024 PPA whereby the City will serve as the Fiscal Agent for the grant monies granted bv the Citv through it's Office of Economic Department and through the New Mexico Economic Dept.

This BAR is to is to increase the budget for Grants and Services in the amount $150,000 to cover the amount to be distributed to Parting Stone per the LEDA Project approved

State Money= $150,000

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Casey Dalbor — 1/30/25
Prepared By *{print name}* — Date

Johanna Nelson (Jan 31, 2025 10:16 MST) — Jan 31, 2025
Division Director Signature *{optional}* — Date

Johanna Nelson (Jan 29, 2025 16:18 MST) — Jan 29, 2025
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2024-10

INTRODUCED BY:

Mayor Alan Webber

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE'S ("CITY'S") OFFICE OF ECONOMIC DEVELOPMENT PLAN ORDINANCE, SECTION 11-11-5 SFCC 1987; REPEALING AND REPLACING ORDINANCE 2023-15, INCLUDING APPROVING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY AND PARTING STONE INC. FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION OF TENANT IMPROVEMENTS; LEASE PAYMENTS; AND EXPANSION OF A CORPORATE HEADQUARTERS, A LOCAL ECONOMIC DEVELOPMENT PROJECT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Ordinance 2023-15 is repealed and replaced with an ordinance to read as follows:

Section 1. Short Title. This Ordinance shall be known as the "Parting Stone Local Economic Development Project Ordinance", which repeals and replaces Ordinance 2023-15.

Section 2. Recitals.

A. The Local Economic Development Act, NMSA 1978, Sections 5-10-1 et seq.

("LEDA"), explicitly permits municipalities to assist qualifying entities with economic development projects through the use of public resources; and

B. The City of Santa Fe ("City") has complied with the requirements of the Local Economic Development Act by adopting an Economic Development Fund Ordinance, SFCC 1987, Article 11-14, and incorporating within that ordinance its community economic development plan and its economic development strategy for implementation dated May 21, 2008; and

C. Parting Stone, Inc. ("Qualifying Entity" or "Parting Stone, Inc.") offers an alternative to conventional ash as a product from cremation, and meets the definition of Qualifying Entity under the LEDA, NMSA 1978, Section 5-10-3 (L)(l), and incorporated into the Santa Fe City Code at SFCC 1987, Section 11-11.4. The Qualifying Entity creates economic-based jobs using a process that solidifies the full amount of remains into forms resembling smooth stones.

D. The design, development, and construction of tenant improvements, lease payments, and expansion of a corporate headquarters, "Project", will utilize up to $150,000 in grant monies from the State of New Mexico LEDA Fund and up to $25,000 from the City of Santa Fe's LEDA Fund, contingent upon completion of the Disbursement Performance Milestones shown on the chart on page 3 of the Project Participation Agreement ("PPA"), attached and shown as Exhibit A. As of September 2024, as part of Parting Stone, Inc.'s Five-Year Job Creation Plan ("Plan"), Parting Stone, Inc., hired sixteen (16) additional full-time employees, for a total employee headcount of twenty-four (24). The Plan provides for Parting Stone, Inc., to hire four (4) more employees by December 31, 2025, for a total of twenty-eight (28) full-time positions. The twenty-eight (28) workers directly employed by the Project are each projected to earn approximately forty thousand dollars ($40,000) per year initially.,_ with an estimated payroll of one million one hundred and sixty thousand dollars ($1,160,000) by December 31, 2025. By December 31, 2029, which marks the end of the Plan, Parting Stone, Inc. shall have a minimum total employment count of no

less than fifty-six (56) full-time employees. All new employees shall be paid an average of $40,000 per year with an estimated payroll of $2,467,789 by December 31, 2029.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the state, it is estimated that the Project will support approximately fifty-four million, nine hundred thirty-three thousand, two hundred seventy-three dollars ($54,933,273) in total economic impact sales over the next 10 years.

Section 3. Findings. The Governing Body hereby finds:

A. It is in the interest of the welfare of the citizens of Santa Fe to enter into an Economic Development Project Participation Agreement for the purposes of effectuating the City's Economic Development Plan and the Project.

B. In compliance with the City's Economic Development Fund Ordinance, SFCC 1987, Section 11-11.11, the Project Participation Agreement between the Qualifying Entity and the City, as shown in Exhibit A, clearly states the following:

(1) Parting Stone is a Qualifying Entity;

(2) The contributions of the City, the City as a fiscal agent of the State, and the Qualifying Entity;

(3) The specific measurable objectives upon which the performance review will be based;

(4) A schedule for Project development and goal attainment;

(5) The security being offered for the City's investment;

(6) The procedures by which the Project may be terminated and the City's investment recovered;

(7) The time period for which the City shall retain an interest in the Project;

(8) The economic development goals of the project; and

(9) A "sunset" clause after which the City shall relinquish interest in and oversight of the project.

Section 4. Approval and Adoption of the Project Participation Agreement. The Governing Body hereby approves the Project Participation Agreement, whereby the City will be the fiscal agent for the State legislative appropriation of up to one hundred fifty thousand dollars ($150,000) and the City designates up to twenty-five thousand dollars ($25,000) from its funds. The City will receive and appropriate state legislative appropriations of up to $150,000.00 and provide City funds of up to $25,000.00 to the Qualifying Entity, and the funds will be used to increase headcount per the Project Participation Agreement. The Qualifying Entity will expand the tax base and generate more taxes, fees, and other revenues for the State of New Mexico and the City of Santa Fe.

Section 5. Terminating the project participation agreement adopted in Ordinance 2023-15. The Project Participation Agreement adopted **in** Ordinance 2023-15 is hereby terminated upon adoption of this ordinance.

Section 6. Severability Clause. If any section, paragraph, clause, or provision of this ordinance; or any section, paragraph, clause, or provision of any regulation promulgated hereunder, shall for any reason be held to be invalid, unlawful, or unenforceable; the invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision shall not affect the validity of the remaining portions of this ordinance or the regulation so challenged.

Section 7. **Effective Date.** This ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED this 30th day of October, 2024.

(/Mvf-

Alan Webber (Nov 22, 2024 20:39 MST)

ALAN WEBBER, MAYOR

ATTEST:

Andrea Salazar

ANDREA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A

CITY OF SANTA FE
ECONOMIC DEVELOPMENT
PROJECT PARTICIPATION AGREEMENT

THIS PROJECT PARTICIPATION AGREEMENT (hereinafter the "Agreement") is made and entered into this 8th day of November io24, by and between the City of Santa Fe, an incorporated municipality in the State of New Mexico, (hereinafter the "City") and Parting Stone Inc., (hereinafter the "Qualifying Entity", "Q/E",).

WHEREAS, the State of New Mexico has deemed it in the best interest of the citizens of New Mexico to enact the Local Economic Development Act (LEDA) NMSA 1978 §§ 5-10-1, et seq., to provide public support for economic development to foster, promote and enhance local economic development efforts);

WHEREAS, LEDA explicitly permits local governments to assist qualifying entities with economic development projects through the use of public resources;

WHEREAS, the City has complied with LEDA requirements by adopting an economic development plan ordinance and incorporating within that ordinance its community economic development plan (SFCC 1987 § 11-11), called the Community Economic Development Plan and Economic Development Strategy for Implementation dated May 21, 2008;

WHEREAS, Parting Stone, is a "qualifying entity" under LEDA in that it is an "industry for the manufacturing, processing or assembling manufactured products" (NMSA 1978, § 5-10-3(K)(l) and (2)) and also a "qualifying entity" under the City's Economic Development Plan Ordinance which incorporates by reference the above LEDA definitions, SFCC 1978 § 11-11.4;

WHEREAS, all requirements under the Economic Development Plan Ordinance to enter into this Agreement have been fulfilled;

WHEREAS, the Q/E has submitted an application (hereinafter the "Application") to the City for assistance under the Economic Development Plan Ordinance (SFCC 1978 §11-11) and for the City to act as fiscal agent for the grant monies (hereinafter the "Grant Monies") granted by the City through its Economic Development Department and through the New Mexico Economic Development Department;

WHEREAS, in the Application, the Q/E proposed an "economic development project" compliant with LEDA, in that it will use the Grant Monies for the expansion of a manufacturing and production facility (hereinafter the "Project"), to be located at 9 Plaza de Prensa Santa Fe, New Mexico, 87507;

WHEREAS, the City has determined that it is in the interest of the welfare of the citizens of the City to enter into this Agreement for the purposes of effectuating its economic development plan;

WHEREAS, the State of New Mexico's maximum contribution to the Project will not exceed One Hundred Fifty Thousand Dollars ($150,000) from the New Mexico LEDA Fund (hereinafter

the "NM LEDA Fund") and the City's maximum contribution will not exceed Twenty-Five Thousand Dollars ($25,000) pursuant to an intergovernmental agreement between the City and the State to be executed soon after the execution of this Agreement; and the Q/E shall contribute up to One Million Sixty-Six Thousand Five Hundred Dollars ($1,066,500.00) or more in matching funds to complete the Project;

WHEREAS, the Project addresses the following objectives from the Santa Fe Economic Development Implementation Strategy as adopted by City Resolution 2008-42: "Diversify the Santa Fe Economy with an emphasis on high wage jobs and career paths;" "Pursue overall affordability where local wages can support living in Santa Fe (reduce leakage);" and "Bolster Santa Fe's leadership position and/or potential in innovation"; and

WHEREAS, this Agreement clearly provides the following as required by LEDA and the Economic Development Plan Ordinance: (1) the economic development goals of the Project; (2) the contributions of the City, State and the Q/E; (3) the specific measurable objectives upon which the performance review will be based; (4) a schedule for project development and goal attainment; (5) the security being offered for the City's and State's investment; (6) the procedures by which the project may be terminated and the City's investment recovered; (7) the time period for which the City shall retain an interest in the Project; (8) a "sunset" clause after which the City shall relinquish interest in and oversight of the Project; and (9) that the Qualifying Entity is a qualifying entity.

NOW THEREFORE, in consideration of the foregoing, the following and other good and valuable consideration, the receipt of which is hereby acknowledged the undersigned parties hereby agree as follows.

1. CONTRIBUTIONS OF THE CITY, THE STATE, AND THE Q/E

Contributions of the State and the City. The maximum Grant Monies that may be disbursed under this Agreement shall be One Hundred Seventy-Five Thousand Dollars ($175,000) as described below:

City Contributions: This Agreement governs the City's contribution to the Project. The City shall reimburse the Q/E in the amount of up to Twenty-Five Thousand Dollars ($25,000) from the City LEDA Fund for LEDA eligible expense reimbursements in accordance with the disbursement milestones delineated below in the Disbursement Schedule.

State Contributions: This Agreement governs the State's contribution of up to One Hundred Fifty Thousand Dollars ($150,000) from the NM LEDA Fund by way of the New Mexico Economic Development Department. The City will serve as fiscal agent pursuant to the Intergovernmental Agreement between the City and State, which is in substantial form as **Attachment A** hereto, the terms of which are incorporated into this Agreement in accordance with the disbursement milestones delineated below in the Disbursement Schedule.

Disbursement of Grant Monies: Disbursement of the NM LEDA Funds by the State and the City's Economic Development Funds are contingent upon the following:

a) The City and the New Mexico Economic Development Department shall execute an intergovernmental agreement for the State to grant up to One Hundred Fifty Thousand dollars ($150,000) to the City as fiscal agent for the Project;

b) The City to grant up to Twenty-Five Thousand Dollars ($25,000) in LEDA funds from the Economic Development Fund for the Project; and

c) The Q/E shall submit to the City and State for review, a cover letter, invoice, and proof of payment as necessary for reimbursement as set forth **in** the Table below. Disbursement shall be made on a reimbursement basis of eligible costs under LEDA:

State of New Mexico and City of Santa Fe_ LEDA Disbursement Schedule

Tranche	*Amount of State and City Contributions Available for Disbursement/Tranche*	*Disbursement Performance Milestone*
	State ofNew Mexico $100,000 disbursement through the City of Santa Fe	Obtain Lease Agreement, LEDA eligible expenses following execution of ordinance.
2	State of New Mexico $50,000 disbursement, plus City of Santa Fe $25,000 disbursement through the City of Santa Fe	By December 31, 2024, retain 24 employees. Between January 1, 2025, and December 31, 2025, hire 4 additional employees, for a total employee headcount of 28, and submit proof of payment invoices for LEDA eligible expenses and current with all reporting.

It is expressly understood that any costs eligible for reimbursement must be incurred after this Agreement is in effect.

A. Contributions of the Q/E.

Financial Investment: The Q/E shall contribute One Million Sixty-Six Thousand Five Hundred Dollars ($1,066,500.00) or more in matching funds to complete the Project.

Project Management: Unless otherwise specified in this Agreement, the Q/E shall be responsible for managing all parts of the Project.

Direct Economic Output: The Project is anticipated to generate Two Million Four Hundred Sixty-Seven Thousand Seven Hundred Eighty-Nine Dollars ($2,467,789) in direct salaries for existing and expanded operations over five years. The total estimated direct economic output for the expansion of the facility is Thirty-Nine Million Seven Hundred Seventy-Five Thousand Thirty-Two Dollars ($39,775,032) over ten years, as is further described in the Fiscal Impact Analysis. (Seep. 5 of **Attachment B).**

Expanded Tax Base: As a result of the completion of the Project, the Q/E is expected to generate contributions to the City's tax base, as projected in the Fiscal Impact Analysis. Net benefits for the City generated by the project (including property taxes, gross receipts taxes, utility fees, utility franchise fees, lodger's taxes, and other use taxes) are estimated to be Five Hundred Thirty-Five Thousand, Five Hundred Fourteen Dollars ($535,514) over ten years. (Seep. 16 of **Attachment B.)**

Proportional Investment: The Q/E at its discretion may decide to not accept the entire One Hundred Seventy-Five Thousand Dollars ($175,000) in Grant Monies for the Project. If the Q/E does not accept the entire Grant Monies, then the capital investment and job creation requirements would then decrease proportionally to the level of Grant Monies accepted. The Q/E shall notify the City 30 days prior to its decision.

2. PERFORMANCE REVIEW AND CRITERIA- ECONOMIC DEVELOPMENT GOALS

A. Economic Development Goals. The following Economic Development Goals shall be fulfilled by the Q/E:

(1) The Q/E shall hire new employees in accordance with the schedule set forth in the Job Creation Commitment and Schedule in Section 3, below. The Q/E presently employs Twenty-Four (24) full-time workers and by December 31, 2025 the Q/E shall employ at least Four (4) new employees in the City of Santa Fe, for a total of Twenty-Eight (28) employees. The average wage of new employees will be $40,000.

(2) By December 31, 2029 the Q/E shall employ no fewer than Thirty-Two (32), new employees, while retaining the prior employment figures, for a total of Fifty-Six 56) jobs in the City of Santa Fe. All new employees shall be paid in accordance with the projected total payroll set forth in the Job Creation Commitment and schedule in Section 3,below.

(3) The Q/E's contribution as set forth in Paragraph 1. B herein is incorporated into the Economic and Development Goals.

B. Reports; Certifications; Review.

(1) Quarterly Reports. During the term of this Agreement, the Q/E shall provide to the Office of Economic Development quarterly reports due on January 31st, April 30th, July 31st, and October 31st of each year for the preceding quarter's job report filed to the New Mexico Department of Workforce Solutions. The Q/E's quarterly reports shall clearly indicate how the Q/E has met the job creation prerequisites in **Attachment A** Quarterly reports shall be in the form of an affidavit signed by an officer of the Q/E.. Quarterly reports shall include a copy of FORM ES-903a, or an equivalent. document as required by the New Mexico Department of Workforce Solutions, provided by the Q/E to the City to demonstrate compliance with this Agreement at each review cycle. In the quarterly report, the Q/E shall include the number of new jobs created and filed that quarter, the average minimum annual salary of the new jobs, the total number of jobs, the total payroll, and the amount of the Q/E's total capital investment, with line items of building improvements and lease payments, to date. The first quarterly report shall certify the number of baseline jobs as of December 31, 2024.

Additionally, Q/E will provide to the State of New Mexico Economic Development Department their most recent quarterly Department of Workforce Solutions 903A Report or its equivalent on a quarterly basis beginning with December 31, 2024,. and continuing on April 30, July 31, and October 31 of each year until the completion of this agreement.

(2) Annual Reports. The City may require the Q/E to provide annual reports or a presentation to the City's governing body and the Economic Development Advisory Committee (EDAC). The City will give the Q/E a minimum of 30 days' notice if a report or presentation to the governing body or EDAC is required. City staff shall review these reports to ensure the Q/E's compliance with this Agreement in accordance with the Job Creation Commitment and Schedule.

ill Expanded Tax Base Report: Within a reasonable time after completion of the construction of the facilities, but in any event by the next quarterly report, the Q/E shall provide to the City a written report on the construction jobs and wages created by the construction portion of the project

ill Certification of Non-Interest. The Q/E shall certify to the City that to the Q/E's best information, knowledge and belief and after reasonable inquiry, no member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, has any interest, direct or indirect, in the Q/E or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement. The Q/E shall certify that such a provision shall be included in all contracts and subcontracts in connection with the Project.

3. **RECAPTURE PROVISIONS FOR PUBLIC MONIES**

Clawbacks

Full closure of the facility will result in a clawback based on the number of years the Q/E has operated under this agreement as per the following table:

2025	100%
2026	100%
2027	100%
2028	80%
2029	60%

The Q/E has provided the following job ramp for this project.

Job Creation Commitment and Schedule

Year	Cumulative Full Time Job Creation Target	Minimum Job Number	Payroll	Job Determination Period Start	Job Determination Period End	% Clawback
	24 + 4 = 28	28	$1,160,000	Ordinance Date	12/31/25	100%
2	28 + 6 = 35	34	$1,405,600	1/01/25	12/31/26	100%
3	34+7=41	41	$1,738.528	1/01/26	12/31/27	75%
4	41 + 7 = 48	48	$2,078,114	1/01/27	12/31/28	75%
5	48 + 8 = 56	56	$2,467,789	1/01/28	12/31/29	50%

Example Clawback Calculations

Typical Job Creation Commitment and Schedule for non-City of ABQ

Year	Clawback % on Job Creation % Shortfall	Cumulative Full Time Job Creation Target	Job Determination Period	
			Start	End
1	100%	25	Execution	30-Jun-18
2	100%	75	1-Jul-18	30-Jun-19
3	100%	125	1-Jul-19	30-Jun-20
4	75%	175	1-Jul-20	30-Jun-21
5	50%	200	1-Jul-21	30-Jun-22

Clawback may be exercised if cum hiring target not retained through perioc
Assumption - Cure period of 6 months

Typical Job Creation Commitment and Schedule City of ABQ

Year	Clawback % on Job Creation % Shortfall	Cumulative Full Time Job Creation Target	Job Determination Period	
			Start	End
1	100%	25	Execution	30-Jun-18
2	100%	75	1-Jul-18	30-Jun-19
3	100%	125	1-Jul-19	30-Jun-20
4	65%	175	1-Jul-20	30-Jun-21
5	65%	200	1-Jul-21	30-Jun-22
6	50%	200	1-Jul-22	30-Jun-23
7	50%	200	1-Jul-23	30-Jun-24
8	50%	200	1-Jul-24	30-Jun-25
9	25%	200	1-Jul-25	30-Jun-26
10	25%	200	1-Jul-26	30-Jun-27

Clawback Calculations

Clawback Formula = (Job Creation % Shortfall) * (Cumulative LEDA Dollars Distributed)

Job Creation % Shortfall = (1 - (actual jobs / cumulative hiring target))*100%

Example - 1		End of 30 Mos, inclusive of cure period
Actual Employees	(a)	60
Cumulative Hiring Target	(b)	75
Job Creation % Shortfall =	(c) = 1-(a/b)	20%
LEDA Dollars Distributed	(d)	$ 300,000.00
Clawback %	(e)	100%
Penalty	(f) = c*d*e	$ 60,000.00

Example - 2		End of 66 Mos, inclusive of cure period
Actual Employees	(a)	175
Cum Hiring Target	(b)	200
Job Creation % Shortfall =	(c) = 1-(a/b)	13%
LEDA Dollars Distributed	(d)	$ 500,000.00
Clawback %	(e)	50%
Penalty	(f) = c*d*e	$ 31,250.00

Capital Investment Commitment and Schedule			
	Year 1	*Year 2*	*Year 3-10*
Building/Infrastructure	$132,000	$113,000	$768,000
Soft Costs/Equipment	$52,500	$1,000	
Total			$1,066,500
Total Capital Investment to be completed by:	12034		
Local Construction Spend and Procurement Commitment/Requirement/Target:	80 % of all construction spend must be to a **NM** contractor.		

For the purposes of this Section:

(1) The "Clawback Penalty" is a penalty that the Q/E will be required to pay the City upon the Q/E's failure to meet the Minimum Job Number on the applicable Job Determination Date.

(2) "Cure Period" is the period of one hundred eighty (180) days after each Job Determination Date during which time the Q/E shall have the opportunity to cure any shortfall in meeting the Minimum Job Number. If the Q/E meets the Minimum Job Number at any time during the Cure Period, the Q/E shall have no obligation to pay a Clawback Penalty corresponding to the applicable Job Determination Date. If the Q/E fails to reach the Minimum Job Number during the Cure Period, the Q/E shall pay the City a Clawback Penalty determined in accordance with the table set forth above at a rate of 50% (see attached clawback calculator)

(3) A "Job" for this purpose of this section will mean an employment position that consists of at least thirty-two (32) paid hours of work per week and which provides the employee with a full range of benefits offered to other similarly situated Q/E employees.

4. SECURITY FOR CITY'S INVESTMENT

A) This is a grant project only, with the City acting as fiscal agent. The Q/E has no loan obligations for repayment to the City or State, but is obligated to fulfill the Economic Development Goals of this Agreement; however, if the Q/E is found by the City to be in Default, then the City may elect to demand financial reimbursement by the Q/E.

B) The Grant Monies must be secured in a manner that it may be clawed back if the Q/E fails to meet its performance goals under this PPA. As security for fulfilling the Economic Development Goals, before the City may disburse any appropriations to the Q/E, the amount of Public Monies to be reimbursed shall be securitized in a manner satisfactory to the City.

C) This grant is secured by a Letter of Credit from an issuing financial institution, with the City as beneficiary, from which the City shall have the right to draw down funds upon the City's presentation of a demand for payment and evidence of Q/E's Default ("Irrevocable Letter of Credit"). The Irrevocable Letter of Credit shall have a term that extends to the term of this Agreement (either via the full duration in the base term or via automatic one-year extensions terminable at the sole option and discretion of the City). At any given time, the Irrevocable Letter of Credit must secure an amount, and the City shall be able to draw down an amount, at least equal to the amount of appropriations made to the Q/E for the Project.

D) During the term of this Agreement, the Q/E may request a full or partial release of the security interest with the substitution of collateral, repayment of the disbursed appropriation, or proof that the Q/E has met the Economic Development Goals, in part or in whole, under this Agreement. Any full or partial release of the security interest will be proportional to the value of the substitute collateral, repayment, or the portion of Economic Development Goals met which are no longer subject to claw back and according to Attachment A.

E) Acceptance of a method of securitization and of substitute collateral or proof of performance goals shall be within the City's sole and absolute discretion.

5. TERM; SUNSET

A. This Agreement shall remain in force for 5 years from the execution date of the Agreement, or until conditions of the Agreement are performed in full or to the reasonable satisfaction of the City, whichever is earlier. In the event the Q/E performs or exceeds the required performance levels contained in this Agreement, as may be reasonably determined by the City, this Agreement may be terminated at that time in writing by the City pursuant to Paragraph 5, below.

B. This Agreement will not be deemed terminated and this Agreement will remain in effect unless and until the City reasonably determines that the objectives under this Agreement have been fulfilled, in which case the City will provide a closure letter to the Q/E.

6. **TERMINATION**

A. This Agreement may be terminated by the City upon written notice delivered to the Q/E at least 45 days prior to the intended date of termination **in** the event that the Q/E ceases to operate the Project in accordance with the terms of this Agreement. If the Q/E is found to not be **in** substantial compliance with the Agreement, the City reserves the right to terminate the Agreement and recall in full the Grant Monies.

B. The Q/E may terminate the Agreement by pre-paying in full to the City and without penalty any Grant Monies disbursed to the Q/E. The Q/E must send a written letter to the City giving notice of its intent to pre-pay the Grant Monies in full within 45 days prior to the Q/E's intent to repay in full the Grant Monies.

7. **STATUS OF THE Q/E**

- The Q/E, and its agents and employees are not employees of the City. The Q/E, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles or any other benefits afforded to employees of the City as a result of this Agreement. The Q/E shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

8. ASSIGNMENT AND SUCCESSORS; BINDING EFFECT

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest by way of merger, acquisition, or otherwise and their permitted assigns.

B. The Q/E shall not assign or transfer any of its rights, privileges, obligations or other interest under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other matter, including any claims for money due or to become due under this Agreement, without prior written approval of the City.

9. INDEMNIFICATION; LIABILITY

It is expressly understood and agreed by and between the Q/E and the City that the Q/E shall defend, indemnify, and hold harmless the City for all losses, damages, claims or judgments on account of any suit,judgment, execution, claims, actions, or demands whatsoever resulting from the Q/E's actions or inactions as a result of this Agreement, as well as the actions or inactions of Q/E's employees, agents, representatives and subcontractors as a result of this agreement. The Q/E shall maintain adequate insurance in at least the aggregate maximum amounts which the City could be liable consistent with the provisions of the New Mexico Tort Claims Act. It is the sole responsibility of the Q/E to be in compliance with the law.

10. INSURANCE

A. The Q/E, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability with respect to the Project, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and

for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City shall be notified no less than 30 days in advance of cancellation for any reason. The Q/E shall furnish the City with a copy of a "Certificate oflnsurance" with respect to such coverage as a condition prior to performing under this Agreement.

B. The Q/E shall also obtain and maintain Workers' Compensation insurance, as required by law, to provide coverage for Q/E's employees throughout the term of this Agreement. The Q/E shall provide the City with evidence of its compliance with such requirement.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, *et seq.* NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

12. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the Q/E. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary of this Agreement.

13. RECORDS AND AUDITS

The Q/E shall maintain and keep in its possession throughout the term of this Agreement and for a period of six years thereafter, all related records, including but not limited to, all financial records, requests for proposals (RFPs), 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 hereunder, the purpose for which such funds were used, and other such records as the City or the State shall proscribe. The Q/E shall be strictly liable for receipts and disbursements related to the Project Grant Monies. These records shall be subject to inspection by the City, the New Mexico Economic Development Department, and the State Auditor upon notice within five business days. The City shall have the right to audit billings both before and after payment; payments under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

14. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the Town for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Governing Body and the New Mexico Economic Development Department on behalf of the Q/E to the City, this Agreement shall terminate upon written notice being given by the City to the Q/E.

15. RELEASE

The Q/E, upon final fulfillment by the City of its obligations under this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Q/E agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Q/E has express written authority to do so, and then only within the strict limits of that authority.

16. CONFIDENTIALITY

Any confidential information provided to or developed by the Q/E in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Q/E without the prior written approval of the City.

17. CONFLICT OF INTEREST

The Q/E warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Q/E further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

APPLICABLE LAW; CHOICE OF LAW; VENUE

The Q/E shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City. **In** any action, suit or legal dispute arising from this Agreement, the Q/E agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction **in** New Mexico. Any action or suit commenced **in** the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said performance. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

21. REPRESENTATIONS AND WARRANTIES

A. The Q/E hereby warrants the Q/E is and will remain in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and the regulations promulgated thereunder, 29 CFR 1630. The Q/E hereby agrees to defend, indemnify and hold harmless the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or

connected with the failure of the Q/E, its contractors and subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder.

B. The Q/E agrees to comply with the applicable provisions of local, state and federal equal employment opportunity statutes and regulations.

22. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the City and the laws of the State of New Mexico.

23. NON-DISCRIMINATION

During the term of this Agreement, the Q/E shall not discriminate against any employee or applicant for an employment position to be used in the performance by the Q/E hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

SEVERABILITY

In case any one or more of the provisions contained **in** this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not **in** any way be affected or impaired thereby.

25. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

If to the CITY OF SANTA FE:
City of Santa Fe
Attn: Johanna Nelson - Director, Office of Economic Development
P.O. Box 909
Santa Fe, NM 87504

If to QUALIFYING ENTITY:
Attn: Justin Crowe
Parting Stone Inc.
9 Plaza de Prensa Santa
Fe, NM 87507

26. HEADINGS

The section headings contained **in** this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

27. ATTACHMENTS

All attachments are fully incorporated herein and made a part of this Agreement.

28. COUNTERPARTS

This Agreement may be executed **in** counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. REPRESENTATION ON AUTHORITY OF SIGNATORIES

The signatory for the Q/E represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Q/E represents and warrants that the execution and delivery of the Agreement and the performance of the Q/E's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

Alan Webber (Dec 11, 2024 08:19 MST)

Alan Webber, Mayor

ATTEST:

htdteaSataut

Andrea Salazar (Dec 11, 2024 08:45 MST)

City Clerk XIV

GB MTG 10/30/2024

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Nov 12, 2024 10:41 MST)

Assistant City Attorney

APPROVED FOR FINANCES

Emily K. Oster

Emily Oster, Finance Director

QUALIFYING ENTITY:

Parting Stone Inc.

By: _____

Justin Crowe

Date: 8/27/24

STATE OF NEW MEXICO)

) ss

COUNTY OF SANTA FE)

Notarized Affidavit

This instrument was acknowledged before me on this 27 day of August 2024, by Justin Crowe on behalf of Parting Stone Inc.

_____

Notary Public

My commission expires: 1/16/27

VANNESA LEE BENAVIDEZ
Notary Public
State of New Mexico
Comm. # 2001118
My Comm. Exp. Jan 16, 2028

Attachment A

INTERGOVERNMENTAL AGREEMENT
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT AND
THE CITY OF SANTA FE, NEW MEXICO

This Intergovernmental Agreement ("Agreement") is entered into as of the date of the last signature affixed below by and between the New Mexico Economic Development Department ("EDD") and the City of Santa Fe, a municipal corporation of the State ofNew Mexico ("City"), collectively referred to as the "Parties," with reference to the following facts.

SECTION 1. **RECITALS:**

WHEREAS, the New Mexico State Legislature enacted Laws 2014, Chapter 63, Section 5, Subsection 33 which appropriated ten million dollars ($10,000,000) to EDD "[f]or economic development projects pursuant to the Local Economic Development Act" (the "Appropriation"); and

WHEREAS, the purpose of the Local Economic Development Act, NMSA 1978 §§ 5-10-1, et seq., ("LEDA"), is to provide "public support for economic development to foster, promote, and enhance local economic development efforts... " Section 5-10-2(B); and

WHEREAS, the City has adopted LEDA by Ordinance 2004-42, which established the City's Economic Development Plan that promotes economic development within the City and Ordinances Nos. 2008-42 and 2018-4 amending the Economic Development Plan Ordinance; and

WHEREAS, the City has adopted Ordinance No.lQ__ ("Ordinance") to approve the economic development project ("Project") to secure the expansion of Parting Stone Inc., a New Mexico corporation ("Parting Stone") within the City; and

WHEREAS, the City has entered into a Local Economic Development Project Participation Agreement ("PPA") with Parting Stone and, pursuant to the terms of that PPA, Parting Stone will provide a substantive contribution in exchange for the public contribution. A copy of the PPA and any amendments are attached hereto as **Exhibit A;** and

WHEREAS, the EDD and the City desire to enter into this Agreement to facilitate the disbursement of funds for the Project;

NOW THEREFORE, the Parties do hereby agree to the following terms and conditions to accomplish the Project.

SECTION 2. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to place the primary responsibility on the City to oversee and administer the appropriation for the Project. It is the intent of the Parties that the EDD will transfer an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) (the "State Funds") from the Appropriation to the City for expenditures made to implement the Project. The Parties agree that any and all State Funds received by the City will be accounted for by the City as the fiscal agent for the EDD in accordance with the procedures the City will use to account for its own funds and property used to implement the Project, or any properties acquired or developed by the City as a result of the implementation of the Project will be used by the City for economic development purposes only.

SECTION 3. SCOPE OF WORK:

The City will act as fiscal agent for the appropriation supporting the Project. EDD will transfer an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents ($150,000.00) from the Appropriation to the City for expenditures made to implement the Project, pursuant to the LEDA statutes. In exchange for the appropriation, Parting Stone will create Thirty-Two (32) new jobs and contribute up to One Million Sixty-Six Thousand Five Hundred Dollars ($1,066,500) in capital investment within ten (10) years after the execution of this Agreement. In August 2024, Parting Stone's starting headcount is 24 full-time jobs, so the starting headcount for this Project is the net jobs above 24 jobs. The EDD expressly agrees that "new" jobs are those jobs created by Parting Stone on or after the date of LEDA Ordinance adoption. The City will quarterly review the Project timeline and progress until the ten-year anniversary of this Agreement or until the City certifies to the EDD that the requisite Economic Development Goals have been completed to the City's satisfaction or that the EDD contribution of no greater than $150,000.00 in Funds has been reimbursed to EDD. In the event that Parting Stone falls below the hiring target in any given period, reimbursements will be suspended until the hiring target is achieved and sustained for at least ninety (90) days.

The EDD and the City agree that the failure of Parting Stone to make its required contribution, as defined in the PPA, will result in a violation of the terms and conditions of the PPA. Such violation, after any cure period granted, will require that the City foreclose on the security interest. All the tenns, conditions, and requirements set forth under the PPA are incorporated into this Agreement by reference. All State funds recaptured from Parting Stone by the City shall be returned to EDD within 60 days.

SECTION 4. CITY OF SANTA FE RESPONSIBILITIES:

The City shall:

1. Submit all documentation supporting expenditures made to implement the Project in a format acceptable to the State.
2. Notify the EDD in writing of any default by Parting Stone within 60 days of the event of default, as defined in the PPA ("Default");
2. Serve as fiscal agent for the State Funds transferred to it under this Agreement;
3. Complete all of the following goals identified in this Agreement within the time limits agreed upon by the Parties:
    a. Account for receipts and disbursements of reimbursed State Funds;
    b. Provide the EDD with the required financial documentation pertaining to this disbursement; and
    c. Submit all required and reasonably requested documentation to the EDD, including the endorsed LEDA Ordinance approved by the City Council accepting the Project for Parting Stone as a qualifying entity pursuant to LEDA. Such documentation shall include a fully executed copy of the Parting Stone security interest, copies of invoices, and other documentation as required by the EDD within the time required; and
4. Not impose any obligations on EDD with respect to the administration of this Project, other than the reimbursement of State Funds described in this Agreement; and

5. Monitor job creation by Parting Stone and report the number of jobs created each quarter to EDD for a period of ten (10) years after this Agreement has been fully executed. Quarterly reports shall include a copy of FORM ES-903 (or any form substituted therefore by the State) provided by Parting Stone to the City, on file with the New Mexico Department of Workforce Solutions.

The Parties have created a disbursement schedule in the PPA, which is hereby incorporated into this Agreement and made a part hereof by this reference as though set forth in fu II.

SECTION 5. CITY CERTIFICATIONS:

As fiscal agent, the City hereby assures and certifies that:

1. It will comply with all applicable State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State Funds;
2. It has the legal authority to receive and expend the State Funds;
3. It will enforce the provisions of Ordinance No..lQ_ approving the Project;
4. It has exercised due diligence in certifying that the Project is a viable economic development initiative with potential long-term economic development benefits;
5. It will provide the EDD documentation and references to expertise it has relied upon in approving this Project upon receipt thereof or reliance thereupon and copies of reports and documentation it receives from Parting Stone;

6. It has entered into a PPA and has obtained all financial documentation necessary to protect the City's and the State's investments in this project;

7. It shall not at any time during the life of this Agreement convert any property acquired or developed pursuant to this Agreement to uses other than those within the Project description as defined in Section 2 - Purpose of Agreement and Section 3 - Scope of Work, stated above;

8. It will notify the EDD of any Default within sixty (60) days of an event of Default. Further, the City shall provide the opportunity for any Default to be cured by Earth Traveler, in accordance with the PPA prior to termination thereof;

9. No member, officer, or employee of the City or its designees or agents, no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure, or for one (1) year thereafter, shall 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 that is the subject of this Agreement. The City shall require Parting Stone to incorporate in all contracts or subcontracts a provision prohibiting such interest pursuant to this certification; and

10. It has complied with Article IX, Section 14 of the New Mexico Constitution, known as the "anti-donation clause."

SECTION 6. EDD RESPONSIBILITIES:

EDD shall:

1. Transfer an amount not to exceed One Hundred Fifty Thousand Dollars an No Cents ($150,000.00) from the Appropriation to the City for expenditures made to implement the Project; and

2. At the EDD's discretion, review and audit the Project if it is deemed to be necessary or desirable.

SECTION 7. TERM OF AGREEMENT:

This Agreement shall become effective on the date it is fully executed and shall terminate when Parting Stone documents to the City's satisfaction that the required Economic and Development Goals, as defined in the PPA, have been satisfied, or until the PPA is otherwise terminated or expires, whichever occurs earlier.

SECTION 8. LIABILITY:

No Party shall be responsible for liability incurred as a result of the other Party's acts or omissions. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41- 4-1, *et seq.* The Parties may agree to reimburse one another under these liability provisions, subject to sufficient appropriation by the New Mexico Legislature or sufficient funds being available to the Party, as determined by the Party responsible for payment.

SECTION 9. DISPOSITION OF PROPERTY; RECORDS; RETURN OF SURPLUS FUNDS:

1. Property purchased under this Agreement for the Project shall remain with the purchasing party unless otherwise agreed upon.
2. The City Finance Department shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Project, the purposes for which such funds were used, and such other records as the EDD may require.
3. If, upon the expiration of the Project or the termination date of this Agreement, any surplus Funds are possessed by the City, the City shall return said Funds to the EDD for disposition in accordance with law.

SECTION 10. STRICT ACCOUNTABILITY:

The City Finance Department shall be strictly accountable for receipts and disbursements relating hereto and shall make all relevant financial records available to EDD and the New Mexico State Auditor quarterly or upon request, and shall maintain all such records for a period of six (6) years following completion of all the records and any audits.

SECTION 11. REPORTS:

The City shall submit to the EDD the quarterly employment report in the form of an affidavit signed by an officer of Parting Stone, which Parting Stone is required to submit quarterly to the City. The City Office of Economic Development shall submit to the EDD the quarterly reports that Parting Stone is required to submit to the City, including copies of Form ES-903 (or any form substituted therefor by the State), filed by Parting Stone with

the New Mexico Department of Workforce Solutions. The City Office of Economic Development shall submit to the EDD a final report respecting direct and indirect job creation and retention attributable to the State appropriation on or before the termination of this Agreement. The Final Report shall contain a description of work accomplished, the methods and procedures used, a detailed budget breakdown of expenditures, a description of any problems or delays encountered and the reasons therefore, and such other information as may be requested by the EDD.

SECTION 12. NOTICES; REPRESENTATIVES OF THE PARTIES:

Any notice required to be given to a Party by this Agreement shall be in writing and shall be delivered in person, by courier service, or by U.S. Mail, either first class or certified, return receipt requested, postage prepaid, as follows. The Parties hereby designate the individuals named below as their representative responsible for overall administration of this Agreement.

Ifto the EDD:

Attn: Mark Roper
NM Economic Development
Department, Division Director
Joseph Montoya Building
1100 St. Francis Drive
Santa Fe, New Mexico 87505
Mark.Roper@state.nm.us

If to the City:

Attn: Johanna Nelson
Director, Office of Economic
Development
500 Market Station, Suite 200
Santa Fe, New Mexico 87504
jcnelson@santafenm.gov

SECTION 13. AMENDMENTS:

This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by all of the Parties hereto.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature affixed below.

CITY OF SANTA FE:

Alan Webber (Dec 11, 2024 08:19 MST)

Alan M. Webber, Mayor

ATTEST:

htdteaSatazar

Andrea Salazar (Dec 11, 2024 08:45 MST)

City Clerk

XIV

GB MTG 10/30/2024

CITY ATTORNEY'S OFFICE:

Tu.tnlia feahati

Patricia Feghali (Nov 12, 2024 10:41MST)

Assistant City Attorney

APPROVED AS TO FINANCE:

Emily K. Oster

Emily Oster, Finance Director

NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT

By:_____

Mark Roper, Division Director

Date: 1/7/2025

By _____

Jesika Ulibarri

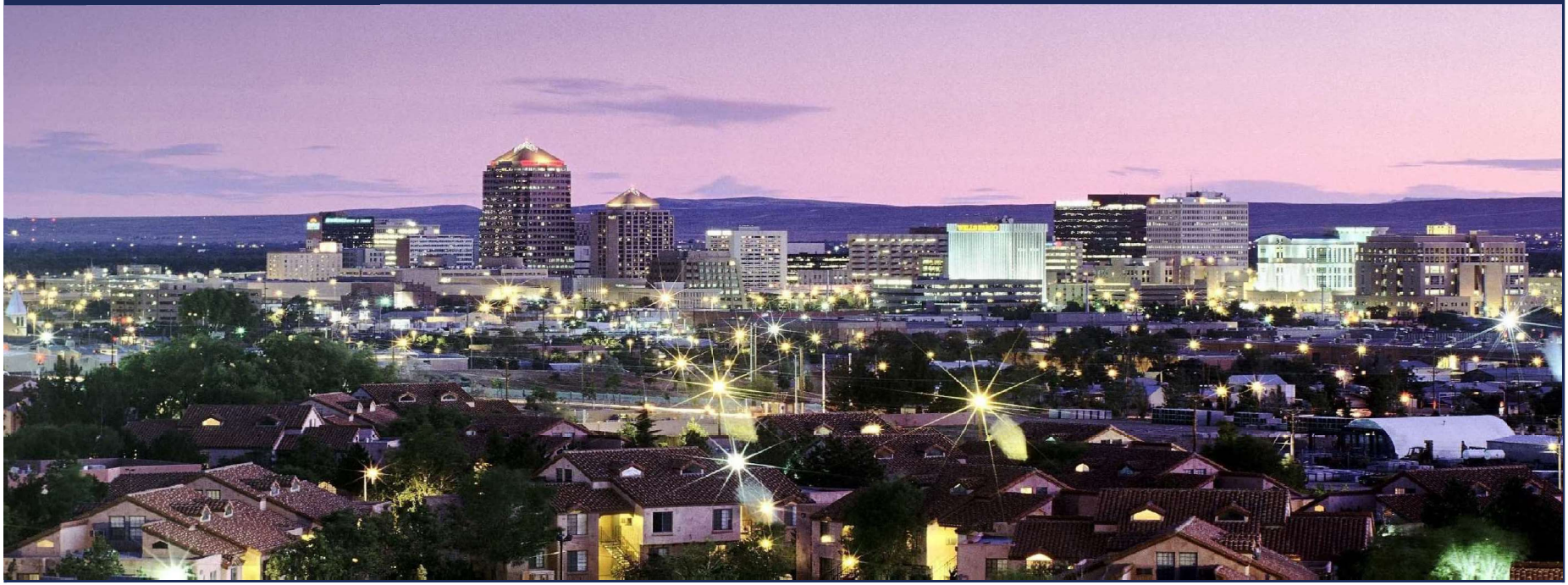
Its: General Counsel, certifying legal sufficiency

EDD Economic Development Department

12/16/2022

FISCAL IMPACT ANALYSIS AND ECONOMIC IMPACT OF THE EXPANSION OF PARTING STONE

Prepared by:
New Mexico Economic Development Department
Joseph Montoya Building
1100 S. St. Francis Drive
Santa Fe, New Mexico 87505



Purpose and Limitations:

This report and analysis, provided by the New Mexico Economic Development Department, relies on prospective estimates of business activity. These estimates, which are provided by the company, may not be realized due to unforeseen events that are outside the control of the company and unknown to the New Mexico Economic Development Department.

The New Mexico Economic Development Department made reasonable efforts to ensure that the estimates provided by the company, are realistic estimates of future activity.

The model was created by the New Mexico Economic Development Economists and used assumptions to generate the final report. The report and analysis provided by the New Mexico Economic Development Department is not a guarantee that any of the estimates or results contained in this report will actually be achieved.

Introduction:

This report and analysis presents the results of an economic impact analysis performed using a model developed by the New Mexico Economic Development Department. The report estimates the impact that a potential project may have on the state and local economies and estimates the costs and benefits for the state and local economies over a 10-year period. The report and analysis uses RIMS II Multipliers produced by the U.S. Bureau of Economic Analysis (BEA).

Most projects produce a growth in population and/or a growth in the workforce in a City, County and the State of New Mexico. All growth comes at a cost, the additional economic activity and population growth stimulated by the project will generate additional costs in terms of providing basic infrastructure (roads and utilities) and public services (including public safety and schools). For example, if the applicant hires employees from outside the State, County and City, those workers who end up relocating their residence to within one or all of those areas, the population for which the government must provide services also increases. The costs associated with the expansion are broken down into two categories: 1) New residents to the State, County and City. 2) New Mexican residents hired to work for the company. The analysis assumes that all workers will live in the area of the expansion.

Description of the Company:

Parting Stone has created the first-ever complete alternative to cremated remains so that families choosing cremation could feel close and connected to loved ones after death. Instead of receiving a bag of ash, Parting Stone's solidification service now allows families to receive remains in a form that resembles a collection of stones. We call this new form of human and animal cremation remains "solidified remains." In the first 2 years we have seen an overwhelmingly positive response to solidified remains from both families and the death care industry at large. Funeral homes are excited to offer a new disposition form that serves a segment of their customers who previously didn't know what to do with ashes while increasing their bottom line. Families are pleased to have a form of remains to share with their family that feels comforting and meaningful.

Description of the Project:

Over the last 2 years, Parting Stone, Inc. has seen rapid growth and we are seeking a $1,000,000 LEDA grant to renovate and upgrade our new lab facility. To sustain Parting Stone's continued growth, we are moving into a new, larger lab facility to accommodate additional orders, adding staff to fuel a growth model that has proven to be effective, and building inventory in a new vertical where customers are already asking us for a solution. This LEDA grant will be used to create lasting value for our company and for the Santa Fe community. First, the increase in orders has created a need for additional infrastructure. Additionally, we are partnered with a national funeral home supplier, Matthews International. They are currently offering us in their western region and over the next 5 years we plan to be rolled out in all of the regions their service covers. With this massive increase in orders in the near future, upgrading the new facility to handle the increase in production is an essential and urgent part of our growth.

Total Impacts

Fiscal Impact of Existing and Expanded Operations Over the Next Ten Years

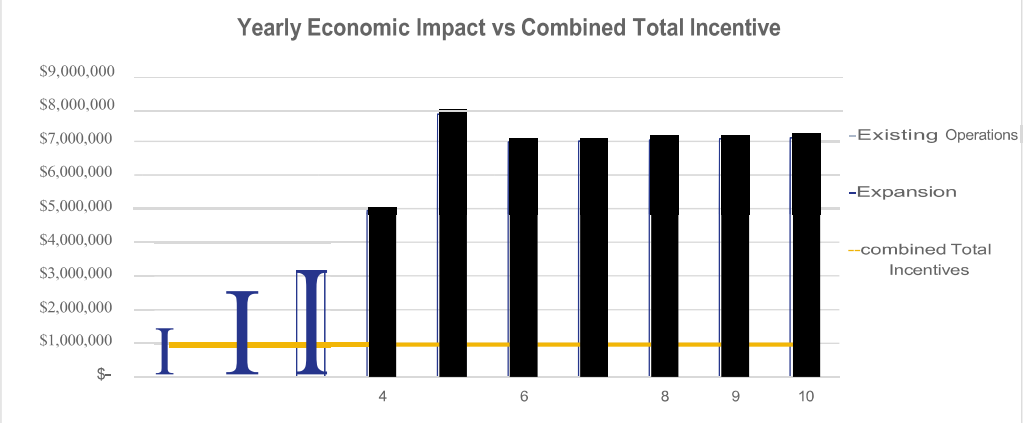
	Cumulative Net Benefits			
	Existing Operations	Expansion	Existing & Expanded Operations	Present Value of Net Benefits*
State of New Mexico	$	$ 2,360,434	$ 2,360,434	$ 1,796,670
County	$	$ 344,282	$ 344,282	$ 264,413
City	$	$ 572,817	$ 572,817	$ 441,846
School District	$	$ 25,270	$ 25,270	$ 19,182
Special Taxing District	$	$ 10,193	$ 10,193	$ 7,738
Total	$	$ **3,312,996**	$ **3,312,996**	$ **2,529,848**

* The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.

** In the cumulative net benefits of the existing and expanded operations for the State of New Mexico, corporate income tax has been removed from the existing operations total to avoid double counting.

Total Economic Impact

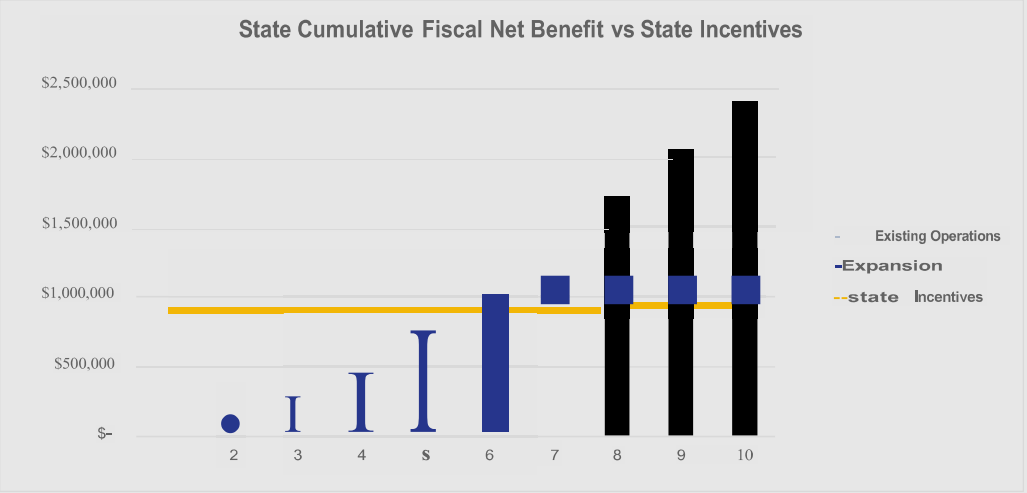
	Total
Estimated Economic Impact Over 10 Years:	$ **54,933,273**
Combined Total Incentive Over 10 Years:	$ **963,324**
Economic Impact Rate of Return:	**5,602%**



Workers and New Residents over 10 years

	Direct	Indirect and Induced
Number of Jobs Created:	89	42
Estimated Number of Construction Workers:	11	
Estimated Number of New Residents to the State:	13	
Estimated Number of New Residents to the County:	26	
Estimated Number of New Residents to the City:	23	

State Impacts



Incentives

Total State Incentive:	$	**938,324**
State Incentive Per Job:	$	**10,543**

Combined Payback and Return

State Payback Period Combined:	5.66	Years
State Rate of Return Combined:	91%	

Expansion Only Payback and Return

State Payback Period Expansion:	5.66	Years
State Rate of Return Expansion:	91%	

State Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$

8

$

$

$

$

10

State Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 46,552	$ 1,372	$ 45,180	$ 45,180
2	$ 91,527	$ 4,034	$ 87,494	$ 132,674
3	$ 126,904	$ 6,053	$ 120,851	$ 253,524
4	$ 196,797	$ 9,873	$ 186,924	$ 440,448
5	$ 312,546	$ 16,057	$ 296,489	$ 736,937
6	$ 321,918	$ 16,419	$ 305,500	$ 1,042,437
7	$ 331,586	$ 16,788	$ 314,798	$ 1,357,235
8	$ 341,559	$ 17,166	$ 324,393	$ 1,681,628
9	$ 351,846	$ 17,552	$ 334,294	$ 2,015,922
10	$ 362,459	$ 17,947	$ 344,512	$ 2,360,434

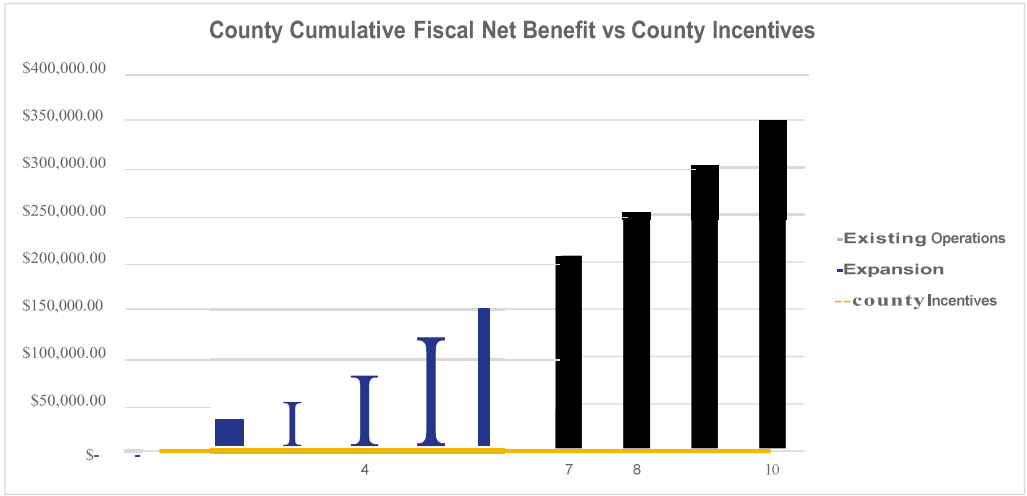
State Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 46,552	$ 1,372	$ 45,180	$ 45,180
2	$ 91,527	$ 4,034	$ 87,494	$ 132,674
3	$ 126,904	$ 6,053	$ 120,851	$ 253,524
4	$ 196,797	$ 9,873	$ 186,924	$ 440,448
5	$ 312,546	$ 16,057	$ 296,489	$ 736,937
6	$ 321,918	$ 16,419	$ 305,500	$ 1,042,437
7	$ 331,586	$ 16,788	$ 314,798	$ 1,357,235
8	$ 341,559	$ 17,166	$ 324,393	$ 1,681,628
9	$ 351,846	$ 17,552	$ 334,294	$ 2,015,922
10	$ 362,459	$ 17,947	$ 344,512	$ 2,360,434

State Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	833,943
	Personal Income Taxes	$	1,457,185
	Corporate Income Taxes	$	
	Misc. Taxes and Revenue	$	192,567
	Subtotal of Benefits	$	**2,483,695**
Costs			
	Costs	$	123,261
	Subtotal of Costs	$	**123,261**
Net Benefits			
	Net Benefits	$	**2,360,434**
	Present Value	$	**1,796,670**

County Impacts



Incentives

Total County Incentive:	$
County Incentive Per Job:	$

Combined Payback and Return

County Payback Period Combined:	Years
County Rate of Return Combined:	N/A

Expansion Only Payback and Return

County Payback Period Expansion:	Years
County Rate of Return Expansion:	N/A

County Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$

10	$	$	$	$

County Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 11,457	$ 158	$ 11,298	$ 11,298
2	$ 16,748	$ 465	$ 16,283	$ 27,581
3	$ 20,987	$ 698	$ 20,290	$ 47,871
4	$ 29,114	$ 1,138	$ 27,977	$ 75,848
5	$ 42,164	$ 1,850	$ 40,314	$ 116,161
6	$ 43,902	$ 1,892	$ 42,010	$ 158,171
7	$ 45,695	$ 1,935	$ 43,760	$ 201,932
8	$ 47,545	$ 1,978	$ 45,566	$ 247,498
9	$ 49,453	$ 2,023	$ 47,430	$ 294,928
10	$ 51,422	$ 2,068	$ 49,354	$ 344,282

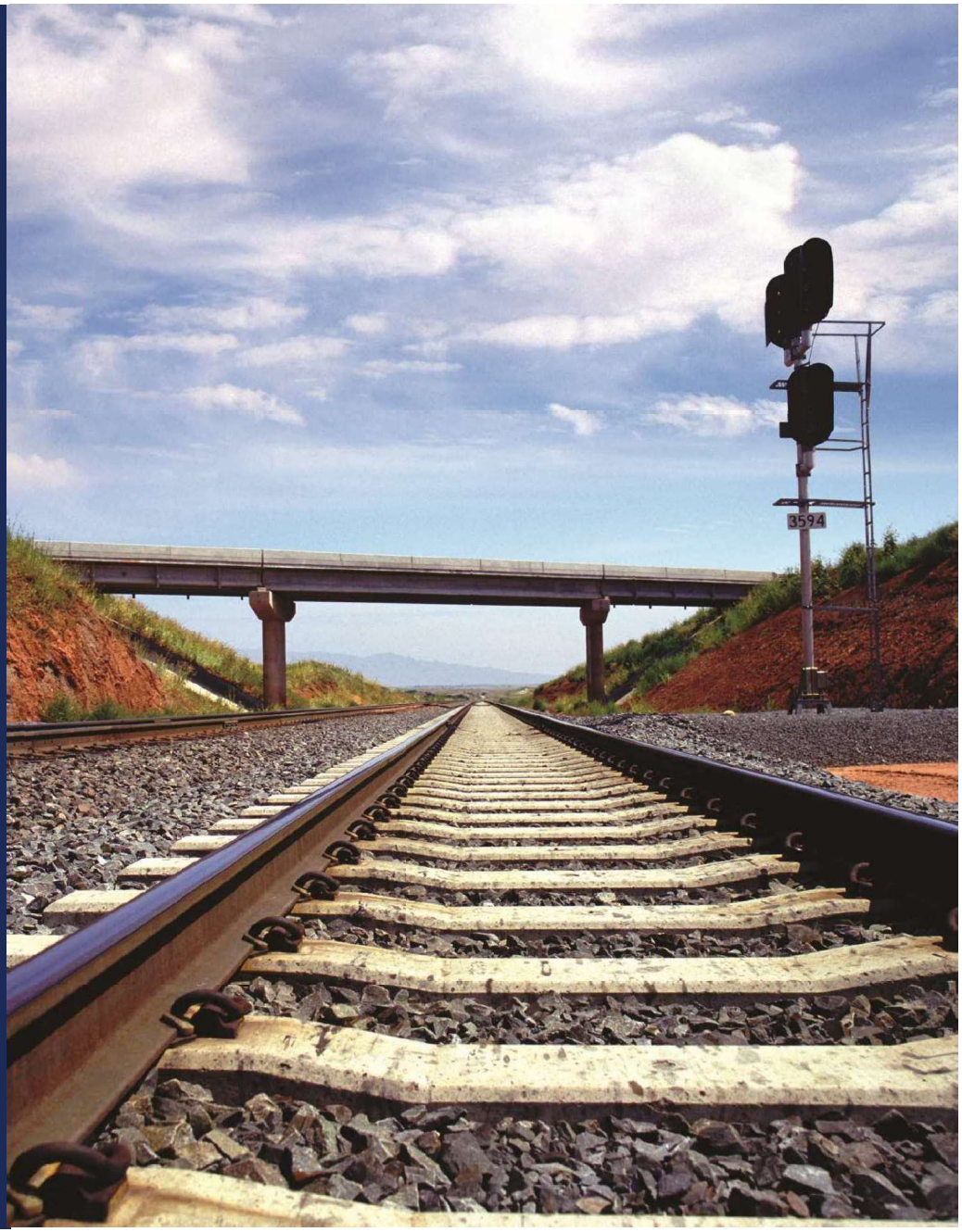
County Combined Net Benefits

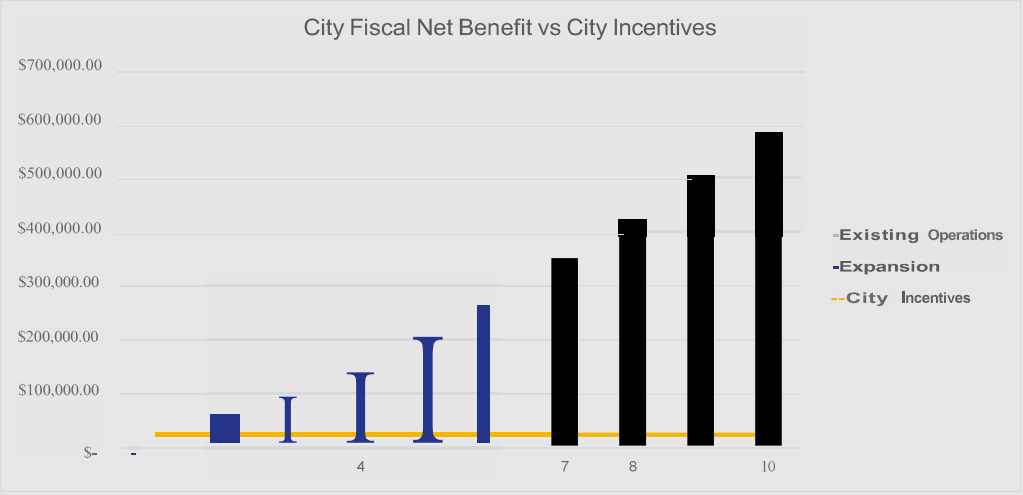
Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 11,457	$ 158	$ 11,298	$ 11,298
2	$ 16,748	$ 465	$ 16,283	$ 27,581
3	$ 20,987	$ 698	$ 20,290	$ 47,871
4	$ 29,114	$ 1,138	$ 27,977	$ 75,848
5	$ 42,164	$ 1,850	$ 40,314	$ 116,161
6	$ 43,902	$ 1,892	$ 42,010	$ 158,171
7	$ 45,695	$ 1,935	$ 43,760	$ 201,932
8	$ 47,545	$ 1,978	$ 45,566	$ 247,498
9	$ 49,453	$ 2,023	$ 47,430	$ 294,928
10	$ 51,422	$ 2,068	$ 49,354	$ 344,282

County Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	320,747
	Misc. Taxes and Revenue	$	4,153
	Property Taxes	$	33,586
	Subtotal of Benefits	$	**358,486**
Costs			
	Costs	$	14,204
	Subtotal of Costs	$	**14,204**
Net Benefits			
	Net Benefits	$	**344,282**
	Present Value	$	**264,413**

City Impacts





Incentives

Total City Incentive:	$	25,000
City Incentive Per Job:	$	281

Combined Payback and Return

City Payback Period Combined:	1.11	Years
City Rate of Return Combined:	1667%	

Expansion Only Payback and Return

City Payback Period Expansion:	1.11	Years
City Rate of Return Expansion:	1667%	

City Net Benefits Of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$	$	$	$
2	$	$	$	$
3	$	$	$	$
4	$	$	$	$
5	$	$	$	$
6	$	$	$	$
7	$	$	$	$
8	$	$	$	$
9	$	$	$	$
10	$	$	$	$

City Net Benefits Of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 23,128	$ 1,291	$ 21,837	$ 21,837
2	$ 33,414	$ 4,041	$ 29,373	$ 51,210
3	$ 41,584	$ 6,129	$ 35,454	$ 86,665
4	$ 56,741	$ 10,083	$ 46,658	$ 133,323
5	$ 83,486	$ 16,489	$ 66,997	$ 200,320
6	$ 86,234	$ 16,856	$ 69,379	$ 269,698
7	$ 89,077	$ 17,230	$ 71,847	$ 341,546
8	$ 92,019	$ 17,613	$ 74,406	$ 415,951
9	$ 95,062	$ 18,004	$ 77,058	$ 493,009
10	$ 98,211	$ 18,404	$ 79,808	$ 572,817

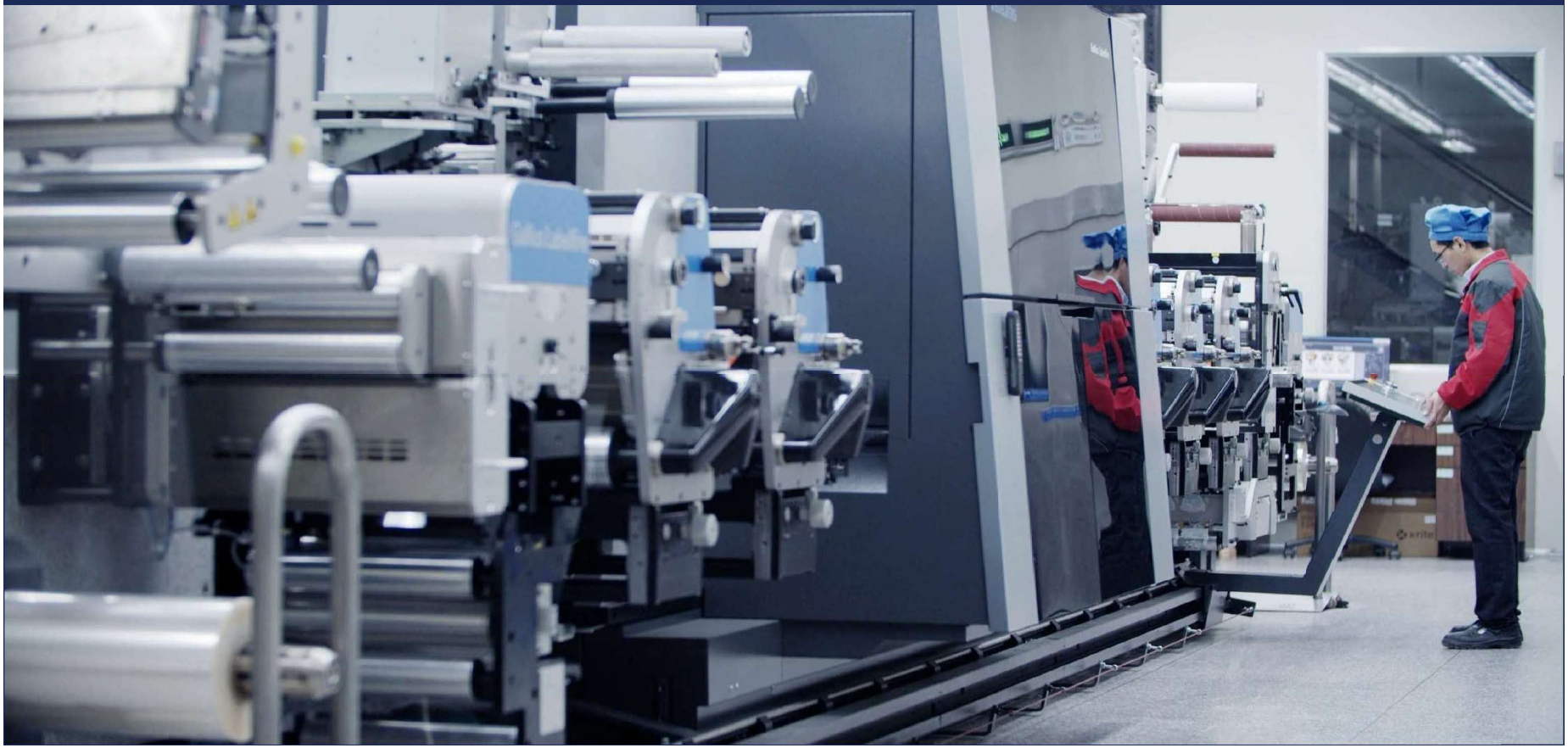
City Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 23,128	$ 1,291	$ 21,837	$ 21,837
2	$ 33,414	$ 4,041	$ 29,373	$ 51,210
3	$ 41,584	$ 6,129	$ 35,454	$ 86,665
4	$ 56,741	$ 10,083	$ 46,658	$ 133,323
5	$ 83,486	$ 16,489	$ 66,997	$ 200,320
6	$ 86,234	$ 16,856	$ 69,379	$ 269,698
7	$ 89,077	$ 17,230	$ 71,847	$ 341,546
8	$ 92,019	$ 17,613	$ 74,406	$ 415,951
9	$ 95,062	$ 18,004	$ 77,058	$ 493,009
10	$ 98,211	$ 18,404	$ 79,808	$ 572,817

City Breakdown of Combined Benefits, Costs, and Net Benefits Over the Next 10 Years

Taxes and Revenue			
	Gross Receipt Taxes	$	649,513
	Misc. Taxes and Revenue	$	40,973
	Property Taxes	$	8,471
	Subtotal of Benefits	$	**698,957**
Costs			
	Costs	$	126,140
	Subtotal of Costs	$	**126,140**
Net Benefits			
	Net Benefits	$	**572,817**
	Present Value	$	**441,846**

Special Taxing District and Public Schools



Special Taxing District

Special Taxing District Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

Special District Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 263	$ -	$ 263	$ 263
2	$ 446	$ -	$ 446	$ 710
3	$ 600	$ -	$ 600	$ 1,309
4	$ 779	$ -	$ 779	$ 2,089
5	$ 992	$ -	$ 992	$ 3,081
6	$ 1,132	$ -	$ 1,132	$ 4,213
7	$ 1,274	$ -	$ 1,274	$ 5,487
8	$ 1,419	$ -	$ 1,419	$ 6,906
9	$ 1,568	$ -	$ 1,568	$ 8,474
10	$ 1,719	$ -	$ 1,719	$ 10,193

Special District Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 263	$ -	$ 263	$ 263
2	$ 446	$ -	$ 446	$ 710
3	$ 600	$ -	$ 600	$ 1,309
4	$ 779	$ -	$ 779	$ 2,089
5	$ 992	$ -	$ 992	$ 3,081
6	$ 1,132	$ -	$ 1,132	$ 4,213
7	$ 1,274	$ -	$ 1,274	$ 5,487
8	$ 1,419	$ -	$ 1,419	$ 6,906
9	$ 1,568	$ -	$ 1,568	$ 8,474
10	$ 1,719	$ -	$ 1,719	$ 10,193

Public Schools

Public Schools Net Benefits of Current Operations

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ -	$ -	$ -	$ -
2	$ -	$ -	$ -	$ -
3	$ -	$ -	$ -	$ -
4	$ -	$ -	$ -	$ -
5	$ -	$ -	$ -	$ -
6	$ -	$ -	$ -	$ -
7	$ -	$ -	$ -	$ -
8	$ -	$ -	$ -	$ -
9	$ -	$ -	$ -	$ -
10	$ -	$ -	$ -	$ -

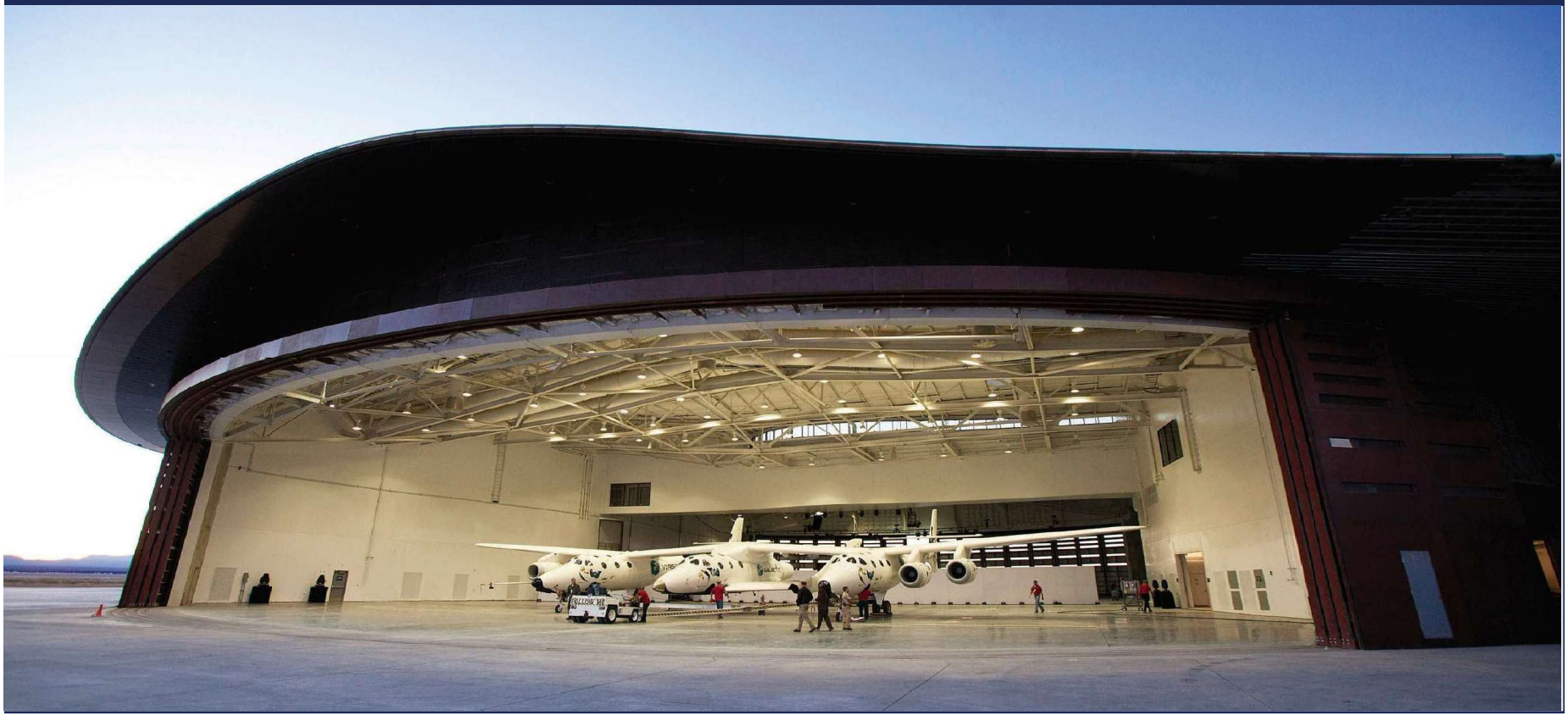
Public Schools Net Benefits of Expansion

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 651	$ -	$ 651	$ 651
2	$ 1,104	$ -	$ 1,104	$ 1,755
3	$ 1,485	$ -	$ 1,485	$ 3,240
4	$ 1,932	$ -	$ 1,932	$ 5,172
5	$ 2,466	$ -	$ 2,466	$ 7,638
6	$ 2,810	$ -	$ 2,810	$ 10,448
7	$ 3,161	$ -	$ 3,161	$ 13,609
8	$ 3,519	$ -	$ 3,519	$ 17,128
9	$ 3,885	$ -	$ 3,885	$ 21,012
10	$ 4,258	$ -	$ 4,258	$ 25,270

Public Schools Combined Net Benefits

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	$ 651	$ -	$ 651	$ 651
2	$ 1,104	$ -	$ 1,104	$ 1,755
3	$ 1,485	$ -	$ 1,485	$ 3,240
4	$ 1,932	$ -	$ 1,932	$ 5,172
5	$ 2,466	$ -	$ 2,466	$ 7,638
6	$ 2,810	$ -	$ 2,810	$ 10,448
7	$ 3,161	$ -	$ 3,161	$ 13,609
8	$ 3,519	$ -	$ 3,519	$ 17,128
9	$ 3,885	$ -	$ 3,885	$ 21,012
10	$ 4,258	$ -	$ 4,258	$ 25,270

Property Tax Exemptions and Industrial Revenue Bonds



Property Tax Exemptions and Industrial Revenue Bonds

The City and/or the County is considering abating taxes on the Project's property. Below is a table that identifies the types of property that are under consideration for property tax abatement:

Land:	No
Building and Property Improvements:	No
Furniture, Fixtures and Equipment:	No

Property Tax Percentage Exemptions On Land and Building

	County	City	Schools	Special Taxing District
	0%	0%	0%	0%

Property Tax Percentage Exemptions On Furniture, Fixtures and Equipment

	County	City	Schools	Special Taxing District
	0%	0%	0%	0%
Value of Exemption Through 10 Years:	$	$	$	$
*Value of Payment in Lieu of Taxes Through 10 Years:	$	$	$	$

*The model assumes that the payment in lieu of taxes will be administered to the either the county or city, and the local government will disperse the amounts to the appropriate districts.

Percentage of Gross Receipt Taxes Foregone on Newly Purchased Furniture, Fixtures and Equipment Over 10 Years

Year	State	County	City
1	0%	0%	0%
2	0%	0%	0%
3	0%	0%	0%
4	0%	0%	0%
5	0%	0%	0%
6	0%	0%	0%
7	0%	0%	0%
8	0%	0%	0%
9	0%	0%	0%
10	0%	0%	0%
Value of Exemption Through 10 Years:	$	$	$

1.31.25 Parting Stone BAR

Final Audit Report 2025-01-31

Created:	2025-01-31
By:	Casey Dalbor (cjdalbor@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7G6mh8paYE6PF3FG_YyWe_NEHh91Jo4w

"1.31.25 Parting Stone BAR" History

Document created by Casey Dalbor (cjdalbor@santafenm.gov)
2025-01-31 - 5:10:37 PM GMT- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-01-31 - 5:13:15 PM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-01-31 - 5:16:08 PM GMT- IP address: 104.47.65.254

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-01-31 - 5:16:22 PM GMT - Time Source: server- IP address: 104.156.39.164

Agreement completed.
2025-01-31 - 5:16:22 PM GMT

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

27794 West I-25 Frontage Road
2024-8995-APPL The Bungalows on Cerrillos Setback Variance Request (Planning Commission Case No. 2023-7662)
2024-8996-APPL The Bungalows on Cerrillos Slope Variance Request (Planning Commission Case No. 2023-7662)

THIS MATTER came before the City of Santa Fe ("City") Governing Body ("Governing Body") for a public hearing on January 9, 2025 ("Hearing") to consider Brian Nenninger, Orion-West LLC's ("Appellant's") appeal ("Appeal") of the City's Planning Commission ("Commission") decision to deny setback and slopes variances in Case No. 2023–7662. In that case, the Commission voted to deny variances to the City's City Code ("SFCC" or "Code") requiring 45-foot setbacks in the Cerrillos Road Highway Corridor protection district (CRHC) ("Setback Variance") and prohibiting disturbances to natural 30% slopes ("Slopes Variance"), on the grounds that the requested variances did not meet the Code's mandatory criteria for variances.

The record on appeal ("Record") includes the following documents and recordings:

1. Verified Appeal Petitions by Appellant
2. Staff report memorandum dated December 6, 2024, to Members of the Governing Body from Rebecca Mnuk-Herrmann, Assistant City Attorney;
3. The packet of material presented to the Commission for its hearing on beginning on May 16, 2024 and concluding on July 11, 2024, which included Planning and Land Use Department Planning Commission Staff Report and Appellee's Application Materials;
4. Findings of Fact and Conclusions of Law, adopted by the Commission on September 5, 2024 and filed with the City Clerk on December 5, 2024;
5. Planning Commission meeting minutes;
6. Submittals by Appellant;
7. Submittals by Appellee;
8. Testimony by and arguments by the Appellant made during the Hearing; and
9. Testimony and expert opinions by City staff given at the Hearing.

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1. The Governing Body reviewed the Record, including the report of City staff and the presentations from the Appellant and Applicant, and took testimony from interested members of the public. The Governing Body also heard responses from City staff members in response to questions from the Appellant, the Applicant, and members of the Governing Body.

2. The property ("Property") is approximately 19-acre vacant lot located in the northwest quadrant of the intersection of Cerillos Road and I-25 W Frontage Road at 27794 West I-25 Frontage Road.
3. The Property is located in a General Commercial or "C-2" zoning district, which allows for a wide range of residential and commercial development, including multi-family housing, retail, and other uses.
4. The Appellant applied for a Setback Variance and Slopes Variance from the Commission in order to build a 141-unit, one- and two-story multi-family residential development consisting of multiple detached units, as described in a development plan that the Appellant submitted to the Commission simultaneously with the variance requests.
5. Specifically, the Appellant requested variances to subsections of the Code requiring 45-foot setbacks in the Cerrillos Road Highway Corridor protection district (CRHC) and prohibiting disturbances to natural 30% slopes.
6. Section 14-3.16 (C) of the Code requires land use boards to make a number of specific findings before granting a variance:
    a. special circumstances apply to the property, such as unusual physical characteristics or the existence of a legal nonconformity;
    b. the special circumstances make it infeasible, for reasons other than financial cost, to develop the property in compliance with the City Code;
    c. that the variance does not increase the intensity (extent) of development beyond what the Code allows;
    d. the requested variance is the minimum variance that will make possible the reasonable use of the land or structure; and
    e. that the variance is not contrary to the public interest.
7. The Commission denied both the Setback Variance and the Slopes Variance on the grounds that the requested variances did not meet the Code's mandatory criteria for variances.
8. The Property is subject to several environmental and government restrictions based on Department of Transportation requirements, a flood zone, and a portion of the area containing natural slopes greater than 30% grade.
9. However, the Property can be developed in compliance with the standards of Chapter 14, without a variance. Possible types of developments that can be constructed on the Property without a variance include, but are not limited to, a multi-family housing development of same number of housing units proposed in the Appellant's development plan but more vertical construction and a development with no additional vertical construction but fewer residential units.

CONCLUSIONS OF LAW

Under the circumstances and based upon the Record and the evidence and testimony submitted at the Hearing, the Governing Body independently weighs the evidence and CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal under SFCC 1987, Sections 14-2.2 (F) and 14-3.17 (H)(3)(a).
2. *De novo* is the proper standard of review under SFCC 1987, Sections 14-2.2 (F) and 14-3.17 (H)(3)(a).

3. The Commission decision on July 11, 2024, 2024 is a final action subject to appeal under SFCC 1987, Section 14-3.17 (A)(1)(b).
4. The Governing Body may reverse or affirm, wholly or partly, or may modify the Commission decision under SFCC 1987, Section 14-2.2 (D).
5. Appellant timely filed the Appeal.
10. Because special circumstances do not make it infeasible, for reasons other than financial cost, to develop the property in compliance with the Code, and because the Property could still be used for many types of General Commercial development, including multi-family housing, a variance is not permitted under the Code.

WHEREFORE, IT IS ORDERED ON THE 12th DAY OF FEBRUARY 2025 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

The Governing Body votes to uphold the Commission decision and DENIES the Appeal.

_____ _____
Mayor Date:

FILED WITH THE CITY CLERK:

_____ _____
Andrea Salazar Date:
City Clerk

APPROVED AS TO FORM:

_____ 2/5/2025
Rebecca Mnuk-Herrmann Date:
Assistant City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Land Use Appeal #2024-8666 – 7625 Baca Lane

THIS MATTER came before the Governing Body for a discussion ("Discussion") on January 15, 2025, to consider the Land Use Director's determination, with which the City Attorney's Office concurred, that an appeal by Karl Sommer, Agent for Ferran Properties LLC ("Appellant") of the Land Use Director ("Director") decision on June 21, 2024, not to pursue an enforcement action against Mr. G's Auto Sales, LLC, aka Mr. G's Pro Tow ("Mr. G's") did not conform with the City's appeal requirements.

The record on appeal includes the following documents:

1. Memorandum dated December 5, 2024, from Rebecca Mnuk-Herrmann, Assistant City Attorney, to the Members of the Governing Body regarding the conformity of Appellant's appeal of the Land Use Director Decision; and
2. Appellant's Verified Appeal Petition, which included a copy of the Director decision appealed.

FINDINGS OF FACT

1. The Director issued a written decision on June 21, 2024, in which the Director determined that Mr. G's, located at 7625 Baca Lane is a "licensed business with legal non-conforming status for wrecker/towing service and auto salvage/recycling uses, and that no enforcement action will be taken regarding these current uses." (Appellant's Verified Appeal Petition, Attachment No. 1)
2. Appellant appealed the written decision in a Verified Appeal Petition.
3. Santa Fe City Code ("City Code") Section 14-3.17 (A)(1)(a) provides that "[o]nly final actions may be appealed."
4. The Code describes certain actions that do not constitute final action in Section 14-3.17(A)(1)(d)(iv).
5. The Code provides that final action does not include "a decision not to take enforcement action." SFCC 1987, § 14- 3.17(A)(1)(d)(iv).
6. The Director decision on June 21, 2024 was a decision not to take enforcement action.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the Hearing, the Governing Body CONCLUDES as follows:

1. SFCC 1987, Section 14-3.17 ("Appeals") governs appeals of decisions by the Director.
2. Only final actions may be appealed, and the Verified Appeal Petition identified no final action. There was no appealable decision upon which a hearing could be held.

3. The Petition should be denied for failure to conform to the requirements of an appeal under the City Code.

WHEREFORE, IT IS ORDERED ON THE 12th DAY OF FEBRUARY, 2025, BY THE GOVERNING BODY OF THE CITY OF SANTA FE AS FOLLOWS:

The appeal is denied as nonconforming with the City Code.

_____ _____
Mayor Date:

FILED WITH THE CITY CLERK:

_____ _____
Andrea Salazar Date:
City Clerk

APPROVED AS TO FORM:

_____ 2/5/2025
Assistant City Attorney Date:

CITY OF SANTA FE

Memorandum

Date: January 1, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: James Harris, Airport Director

Via: Regina Wheeler, Public Works Department Director RW

RE: C5243318 599 Airport Access Road Authorized Representatives and Agents

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EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA), appropriation ID Number 13318 and New Mexico Department of Transportation (NMDOT) Control Number C5243318 ("Grant Agreement"). The Grant Agreement makes available four million five hundred thousand dollars ($4,500,000), appropriated by the New Mexico State Legislature for a project to plan, design and construct a road connection from New Mexico Highway 599-Jaguar Drive interchange to the Santa Fe Regional Airport for the city of Santa Fe in Santa Fe County.

BACKGROUND:

The New Mexico Department of Transportation, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "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". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, APPROPRIATION ID NUMBER I3318, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5243318, TO ACQUIRE RIGHTS OF WAY FOR AND TO PLAN, DESIGN AND CONSTRUCT A ROAD CONNECTION FROM NEW MEXICO HIGHWAY 599-JAGUAR DRIVER INTERCHANGE TO THE SANTA FE REGIONAL AIRPORT FOR THE CITY OF SANTA FE IN SANTA FE COUNTY.

WHEREAS, in the Laws of 2024, Chapter 66, Section 33, Subsection 88, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee") through the New Mexico Department of Finance and Administration Appropriation Number I3318, NMDOT Control Number C5243318 ("Agreement"), incorporated as Attachment A, in the amount of four million five hundred thousand dollars ($4,500,000), to acquire rights of way for and to plan, design, and construct a road connection from New Mexico Highway 599-Jaguar Drive interchange to the

Santa Fe Regional Airport for the city of Santa Fe in Santa Fe County (the "Project"); and

WHEREAS, Article X.B.(v) of the Agreement, states that "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" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize State Capital appropriations, and this position was renewed in a letter dated August 20, 2024 for all current Capital outlay appropriations; and

WHEREAS, as a result of the DFA's position articulated in these letters, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, Amendment No. 3 to the Intergovernmental Service Agreement, Item No. 24-0638, included in Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.
Santa Fe, Nm 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Attachment A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5243318

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 88, 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, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

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:

DFA Appropriation ID I3318 NMDOT Control Number C5243318 **$4,500,000**
APPROPRIATION REVERSION DATE: 6/30/2028
Laws of 2024, Chapter 66, Section 33, Subsection 88, Four Million Five Hundred Thousand Dollars and No Cents ($4,500,000), to acquire rights of way for and to plan, design and construct a road connection from the New Mexico highway 599-Jaguar drive interchange to the Santa Fe regional airport for Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed Four Million Five Hundred Thousand Dollars and No Cents $4,500,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, (), which equals () (the "Adjusted Appropriation Amount").

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[2] 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

[1] 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.

[2] "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.

(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 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: City of Santa Fe
Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

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: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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 6/30/2028 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 quarterly 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) 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 Wage 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, 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 subawards, 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 City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’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 City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe 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 Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe 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.

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

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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

_____
By: Aaron Frankland or Designee

Its: Deputy General Counsel

_____
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Aug 9, 2024 15:27 MDT)

ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

_____

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee:

B. Address:

(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No:

D. Grant No:

E. Project Title:

F. Grant Expiration Date:

II. Payment Computation

A. Payment Request No.

B. Grant Amount:

C. AIPP Amount *(If Applicable)*:

D. Funds Requested to Date:

E. Amount Requested this Payment:

F. Reversion Amount (If *Applicable*):

G. Grant Balance:

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ **Reporting Certification:** 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. ☐ **Compliance Certification:** 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*)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor Code: **Fund No.:** **Loc No.:**

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] 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: [_____]

1 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.

NMDOT ATTACHMENT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

23-ZH9298	for Santa Fe to purchase security cameras and security systems at municipal parks	$	95,000.00
23-ZH9300	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	$	125,000.00
23-ZH9401	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	$	75,000.00

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10643.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID Number I3318, NMDOT Control Number C5243318

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler **Date:** 12/17/2024 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Jan 23, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Jan 23, 2025

Summary:
The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA) appropriation ID Number I3318, New Mexico Department of Transportation (NMDOT) Control Number C5243318 ("Grant Agreement"). The Grant Agreement makes available four million five hundred thousand dollars ($4,500,000), appropriated by the New Mexico Legislature for a project to acquire rights of way for and to plan, design, and construct a road connection from New Mexico Highway 599-Jaguar Drive interchange to the Santa Fe Regional Airport for the city of Santa Fe in Santa Fe County.

Departments Affected:
Public Works Department and the Santa Fe Regional Airport.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Grant Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding in the amount of four million five hundred thousand dollars ($4,500,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
The plan, design, and construction of a road connection from Highway 599-Jaguar Drive interchange to the Santa Fe Regional Airport in association with this Grant Agreement will be undertaken by Airport staff with support from Public Works Department. The grant will be administered with support from the Public Works Department and Finance Department staff.

Fiscal Implications:

**Even as there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the total agreement amount of four million five hundred thousand dollars ($4,500,000) is expended, then NCNMEDD will receive forty-five thousand dollars ($45,000) as one percent (1%) of the dollar amount the City expends for the Project. This 1% is paid from City funds separate from the grant funds. Lastly, The Governing Body will approve the agreement through a separate action. Funds for fiscal agent fees will also be budgeted in a separate action.

Fiscal Impact

___X___ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler (Jan 24, 2025 09:03 MST)

Email: rawheeler@santafenm.gov

Signature:

Email: jcharris@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 17, 2025

To: Governing Body, Quality of Life Committee, Economic Development Advisory Committee

From: Maria Sanchez-Tucker, Community Services Division Director MT

Via: Henri Hammond-Paul, Community Health and Safety Department Director HH

RE: Supporting Legislation of Food Policy Council

EXECUTIVE SUMMARY:

This resolution builds upon City of Santa Fe ("City") and County joint Resolution No. 2008-26, which established a food policy council for the City and Santa Fe County. Specifically, this resolution supports the New Mexico Food Charter's "Report Card for 2023-24" and its prioritization of these three things: 1) Nutrition and Food Security, 2) Environment, Conservation, and Climate, and 3) Government Support and Infrastructure. Additionally, the resolution supports four specific areas of food policy focus for New Mexico and Santa Fe: 1) support for programs that benefit the long-term economic viability and well-being of New Mexico's food system, 2) advocacy for food and agriculture programs through state legislative actions that support farm, food, and hunger initiatives, 3) advocacy for long-term recurring, and consistent New Mexico state funding that capitalizes on farm, food, and hunger initiatives and other related programs, and 4) support for legislation that prioritizes soil and water conservation, acequias, and agriculture workforce programs.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Carol Romero-Wirth

A RESOLUTION

SUPPORTING THE NEW MEXICO FOOD CHARTER'S REPORT CARD FOR 2023-2024 PRIORITIES AND IDENTIFYING PRIORITY FOOD POLICIES.

WHEREAS, New Mexico has a vibrant food and farming culture that is significant to its rural, urban, and tribal economies and that provides employment opportunities in retail, wholesale, and direct markets, in food processing and distribution, on farms and in value-added businesses; and

WHEREAS, the food and farming culture, and its economic impact, contributes to the health and well-being of New Mexicans; and

WHEREAS, food, farm, and hunger initiatives across New Mexico increase healthy food access and food security for all residents, provide for farm and food job opportunities, and expand sustainable growth and resilience in food and farm enterprises; and

WHEREAS, Resolution No. 2008-26 is a joint resolution between the City of Santa Fe ("City") and Santa Fe County ("County") that established the Santa Fe City and County Advisory Council on Food Policy ("Council"); and

WHEREAS, the Council recommends food policies that encourage the direct service of food, refer those living within the City and County to social services,\promote economic development, and improve nutrition and health education; and

WHEREAS, the purpose of the Council is to coordinate City, County, non-profit organizations, and food and farming businesses in their efforts to promote food security, improve access to retail outlets that offer healthy and affordable food, encourage healthy eating for all residents, reduce obesity and diet-related diseases, and protect the natural resources necessary to produce food; and

WHEREAS, the Council also supports the work of the State-level council called the "New Mexico Food and Agriculture Policy Council" ("New Mexico Council"); and

WHEREAS, the New Mexico Council produced the New Mexico Food Charter's "Report Card for 2023-2024" ("Report Card") attached as Exhibit A, and the Governing Body supports the Council's advocacy for the policy goals established in the Report Card; and

WHEREAS, the Report Card identifies three areas of focus for the New Mexico Council's policy work:

1) Nutrition and Food Security;
2) Environment, Conservation, and Climate;
3) Government Support and Infrastructure; and

WHEREAS, food insecurity is an urgent policy need in New Mexico:

- According to Voices for Healthy Kids, many children consume at least one-half of their daily calories at school and, for many, food served at school is the only meal they eat daily; and
- According to Northern New Mexico's food bank, the Food Depot, in Santa Fe County, four thousand two hundred and sixty (4,260) or fifteen-point six percent (15.6%) of the children are food-insecure; and

- The Food Depot states that, in Santa Fe County, fifteen thousand four hundred and twenty (15,420) individuals or ten percent (10%) of the population is food-insecure; and
- According to the non-profit United Health Foundation's initiative, "America's Health Rankings", in New Mexico, seventeen percent (17%) of seniors, who are people over the age of sixty-five (65), fall below the poverty level; and

WHEREAS, the wide variety of agricultural production in the City and County is valuable and includes traditional farming and ranching, greenhouse production, hydroponics, aquaponics, hoop house growing, community gardens, and backyard gardening; and

WHEREAS, New Mexico's agricultural activity is fundamental to its food system:

- According to a 2022 United States Department of Agriculture report on New Mexico agriculture statistics, the dollar value of New Mexico's gross receipts sales from crop and livestock production was $3.71 billion, which is seventeen percent (17%) above its 2021 gross receipts sales for crop and livestock production; and
- A 2024 article from the New Mexico Department of Agriculture, "Annual Food and Agriculture Industry Study Highlights Critical Role of Food and Ag Sectors in Bolstering the U.S. Economy", stated that the total food and agricultural industry's economic impact in 2024 for the State of New Mexico was $43.21 billion; and

WHEREAS, in addition to the above, soil and water conservation, acequias, and agricultural workforce programs are critical to the environmental and economic sustainability of New Mexico farmers and ranchers; and

WHEREAS, the programs and agencies listed below provide resources to food-insecure and marginalized individuals, as well as families, children, seniors, farmers and ranchers, and tribal

communities:

- the New Mexico Department of Agriculture, New Mexico Economic Development Department, New Mexico State University, Soil and Water Conservation District, Aging and Long-Term Services Department, New Mexico Public Education Department, New Mexico Early Childcare and Education Department, and the Office of the State Engineer ("State Agencies Impacting New Mexico Food Production and Distribution"); and
- the Healthy Universal School Meals program, New Mexico Grown program, the New Mexico Senior Farmers Market Nutrition Program, and the Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) ("New Mexico Nutrition Programs").

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE supports the Report Card's prioritization of 1) Nutrition and Food Security, 2) Environment, Conservation, and Climate, and 3) Government Support, as described in Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body supports the following food policy initiatives for New Mexico and in Santa Fe:

1) Support for programs that benefit the long-term economic viability and well-being of individuals, entities, and businesses engaged in New Mexico's food system.

2) Advocacy for food and agriculture programs that support food, farm, and hunger initiatives, including, but not limited to

(a) The Healthy Universal School Meals program;

(b) The New Mexico Grown program;

(c) The Farm to Food Bank program;

(d) The Food is Medicine program, which is a Medicaid Waiver for medically tailored meals and produce prescriptions also known as the Fresh Rx Program;

(e) A budget increase for the Approved Supplier Program, which is a farmers and ranchers food safety training program;

(f) WIC and the Senior Farmers' Market Nutrition Program; and

(g) Water initiatives and farmer programs.

3) Advocacy for long-term, recurring, and consistent New Mexico state funding that capitalizes on farm, food, and hunger initiatives and other related programs.

4) Support for legislation that prioritizes soil and water conservation, acequias, and agriculture workforce programs.

BE IT FURTHER RESOLVED THAT the Governing Body supports

1) Expansion of state funding for the State Agencies Impacting New Mexico Food Production and Distribution; and

2) Advocacy for New Mexico Nutrition Programs.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

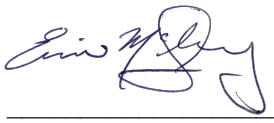
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Supporting Legislation of the Food Policy Council

NEW MEXICO
Food & Agriculture
POLICY COUNCIL

New Mexico Food & Agriculture Policy Council
New Mexico Food Charter

REPORT CARD 2023-2024

As of August 20, 2024

Nutrition and Food Security

Environment, Conservation and Climate Change

Government Support and Infrastructure

What is the New Mexico Food & Agriculture Policy Council?

The New Mexico Food & Agriculture Policy Council, (the Policy Council) a program of Farm to Table New Mexico, is composed of groups and individuals impacted by food and agriculture systems. The mission of the Policy Council is to advocate for food systems that strengthen the food and farm economies in New Mexico, and encourage and advance keeping food grown, raised, and processed in New Mexico, through support, education, and policy. The aim of its work is to enhance the health and wellness of people and communities, and to sustain natural resources. The Policy Council is the oldest continually operating food policy council in the country. For more information about the Policy Council visit our website at www.nmfoodpolicy.org/new-mexico-food-charter.

What is the NMFAPC New Mexico Food Charter?

The New Mexico Food Charter is a document that outlines the shared values, goals, and priorities of the New Mexico Food & Agriculture Policy Council to guide its policy work over the next three to five years. It provides a practice-based approach to address food security in an ever-changing climate, by investing in local production and consumption of food, with an emphasis on equitable and sustainable practices. You can access the New Mexico Food Charter at www.nmfoodpolicy.org/new-mexico-food-charter.

How Can We Use the New Mexico Food Charter?

The New Mexico Food Charter is designed to:

- **Set Priorities** to improve food security and access to nutritious food, promote practices to mitigate the impacts of climate change, and improve the food infrastructure through government support.
- **Guide Decision-Making** within the Policy Council, helping members align their actions with the shared values, priorities and goals outlined in the charter.
- **Advocate and Educate** policymakers, community members, and others about the importance of food-related issues, the Policy Council's policy priorities, and expected outcomes.
- **Build Partnerships** with governments, organizations and others that share similar values and goals, and strengthen our collective impact.
- **Monitor and Evaluate Progress** to hold government agencies, policymakers, and others accountable for the intended and unintended impacts of policy decisions and programs.

Report Card Purpose

The Policy Council aims to address food security in an ever-changing climate, by investing in local production and consumption of food, with an emphasis on equitable and sustainable practices. Its approach includes:

3 Priorities: 1) Nutrition and Food Security; 2) Environment, Conservation and Climate; and 3) Government Support and Infrastructure.

4 Strategies: state legislation, federal legislation, policy administration and rules & regulations

18 outcomes are monitored through 60 measurable indicators to assess the Policy Council's progress in improving the food system within its three policy priorities.

The Food Charter Report Card shows the results and impact of this work. The Report Card will be updated periodically to show how the impact measures change over time. The version date is at the bottom of each page.

Understanding Food Systems

Policy decisions influence our food systems, which affect the health of people, soil, plants, animals, the environment, and local economies. Food system disruptions during increasingly frequent and severe extreme events because of climate change will disproportionately affect food accessibility, nutrition, and health of some groups, including women, children, older adults, and low-income communities. Policymakers, governments, consumers, food producers, health advocates, and others must work together across sectors to create practices and policies that make our food systems healthy, sustainable, equitable, and economically sound in an ever-changing climate.

"The Policy Council aims to address food security in an ever-changing climate, by investing in local production and consumption of food, with an emphasis on equitable and sustainable practices."

Photo: courtesy: Donne Gonzales

Our Priorities

With input from over 50 members and partners, the Policy Council identified three policy areas that significantly influence New Mexico's food systems. These three areas are the focus of our policy work as outlined in the New Mexico Food Charter.

Nutrition and Food Security

Enhancing access to nutritious food and food security for populations throughout New Mexico, especially children, older adults and those who are food insecure.

Environment, Conservation and Climate

Air, water, soil, climate, pollinators and various other environmental factors significantly impact food production, food nutrition, and the economic well-being of food producers. If the land is not healthy and productive, the livelihoods of food producers are at risk. Growing food in an environment where access to clean water is threatened and the impact of the climate crisis is increasing requires implementing conservation and restorative practices.

Government Support and Infrastructure

Government plays a pivotal and multifaceted role in shaping a sustainable, equitable food system that meets the population's food and nutrition needs while minimizing adverse social and environmental impacts. Public policies and programs determine the funding and other resources available, who may benefit from those resources, and which aspects of the food system are deemed worthy of investment.

NM Food & Farms Day, Photo Gabriella Marks

Nutrition and Food Security

Legislation and Budget Priorities We Supported That Passed

The F**ood Initiative** is a multi-agency commitment to foster a food system that addresses hunger while simultaneously investing in economic resiliency for farmers, ranchers, and food businesses in New Mexico. Since state fiscal year 2022, budget and legislative wins secured through the initiative have resulted in the largest investment increase in food and agriculture in the state's history. Some of the core programs included in the Food Initiative include:

- New Mexico Grown for schools, preschools and senior centers
- Healthy Universal School Meals
- Kids Kitchen
- Double Up Food Bucks
- State SNAP Supplement for Seniors and Individuals w/ Disabilities
- SNAP expansion and enhancements (Summer EBT, 200% FPL increase, and Restaurant Program)
- Food is Medicine Medicaid-funded interventions
- Healthy Food Financing Fund
- Community Food Assistance
- Approved Supplier Program

School Kitchen Capital Improvement received $20 million in Capital Funding beginning in FY24, with spending authorized for 5 years.

Legislation and Budget Priorities We Supported that Did Not Pass or Was Not Funded

Fresh Fruits & Vegetables Rx Program was not funded in FY25, a loss of $500,000. The Fruit & Vegetable Prescription Program (FVRx) connected patients who suffer from diet-related illnesses such as obesity, diabetes, and hypertension with "prescriptions" or incentives used to purchase fresh fruits and vegetables at their local farmers' markets. However, Medicaid funded programs including Medically Tailored Meals & Produce Prescription for mothers with gestational diabetes and homebound seniors, will go live in FY25.

Senior Farmers Market Nutrition Program, including staff, saw a loss of $244,030 from FY24.

Rulemaking

The New Mexico Public Education Department released its proposed rule, **Healthy Universal School Meals (6.12.16 NMAC).** The Policy Council developed a position statement on the rules emphasizing the economic and nutritional benefits of purchasing NM Grown food. The statement was signed by 80 organizations and presented at the May 29, 2024 hearing. As of July 2024, the final rule is pending.

Nutrition and Food Security

Outcomes

Our goals for this priority are to increase access to nutrient-rich local food; education and awareness so youth and families can make better food purchasing and consumption choices; access to foods that are not heavily processed foods; and enrollment in and access to programs with a nutrition focus; and to build strong and resilient emergency food systems.

Healthy Universal School Meals

The enactment of Healthy Universal School Meals will begin in July 2024. The numbers below report School Breakfast and National School Lunch Program data.

FY 23 586,695,417 meals provided

FY 24 388,267,704 (July – May only)

Value of NM Grown Food Purchased

NM Grown Programs, Value of Local Goods Distributed	FY23	FY24 (to May)	Total
All Food Initiative Programs	**$5,305,503**	**$3,576,948**	**$8,882,451**
NM Grown for Preschools	$135,619	$75,295	
NM Grown for Schools	$1,891,738	$630,477	
NM Grown for Seniors	$592,228	$684,996	
All Other FI Programs	$2,685,917	$2,186,179	

Source: NM Food Initiative Dashboard. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

NM Grown Program for K-12

FY 22 199 participating School Food Authority (SFAs) serving 313,206 students

FY 23 144 participating SFAs serving 299,718 students

FY 24 160 participating SFAs serving 298,914 students

Nutrition and Food Security Outcomes

NM Grown Program for Seniors

Funding administered through New Mexico Aging and Long Term Services Department.

FY 22	37 senior centers
FY 23	83 senior centers participating
FY 24	92 senior centers participating
FY 25	133 senior centers participating

NM Grown Program for Early Childhood Centers

Funding administered through New Mexico Early Childhood Education and Care Department

FY 22	15 awardees
FY 23	23 awardees
FY 24	42 awardees
FY 25	23 applicants (as of July 2024)

Photo: Seth Roffman

Nutrition and Food Security Outcomes

Food Producer Participation in NM Food Initiative

In FY24, 1,032 farms, ranches, co-ops, processing facilities and other agricultural businesses located throughout New Mexico helped to provide local produce to the New Mexico Food Initiative programs, valued at $3,576,948 (July 2023 - May 2024). These "farm to market" sales contributed to 10.8% of the total crop and livestock sales of $3.71 billion in NM in 2022, up 17% from 2021 as reported by the NM Department of Agriculture, July 2024.

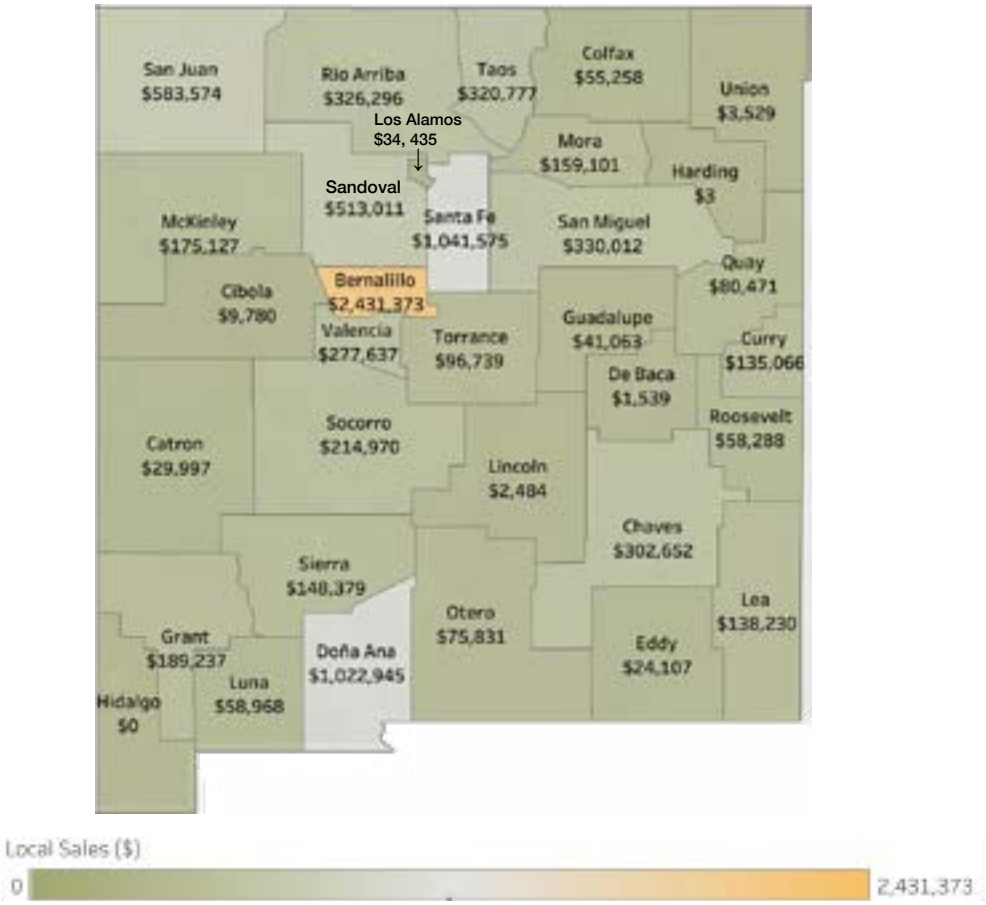


Figure 1: Sales figures or value of local produce sold/distributed through Food Initiative programs in FY24. Source: NM Food Initiative Dashboard. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Approved Supplier Program

Nutrition and Food Security Outcomes

Healthy Food Financing Funding[1]

Community Food Assistance Funding[1]

NM Regional Farm to Food Bank (RF2FB) Program

RF2FB connects local producers with New Mexico food banks and their partner agencies by paying competitive fair market prices for local products and increasing economic opportunities for New Mexico's small to mid-sized socially disadvantaged producers. This program received one-time federal funding in the amount of $4,094,608 for May 2023 to June 2025. The Policy Council would like to see this program continue in the future.

1. Note that these figures do not include other funding that support Food Initiative programs, such as GRO/Junior allocations, interagency transfers , agency base budgets, and federal funds. You can find the full allocation per program in the Self-Reported Funding on the Food Initiative Dashboard at: www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

New Mexico Food Initiative - FY2025 FUNDING [2, 3]

The total appropriations for the Food Initiative in the general spending bill (HB2) for FY25 was $93,311,880 for 20 programs, an increase of $16,589,865 or 122% over FY24. Figure 1 shows the annual change in state general funds from FY22 to FY25. [4]

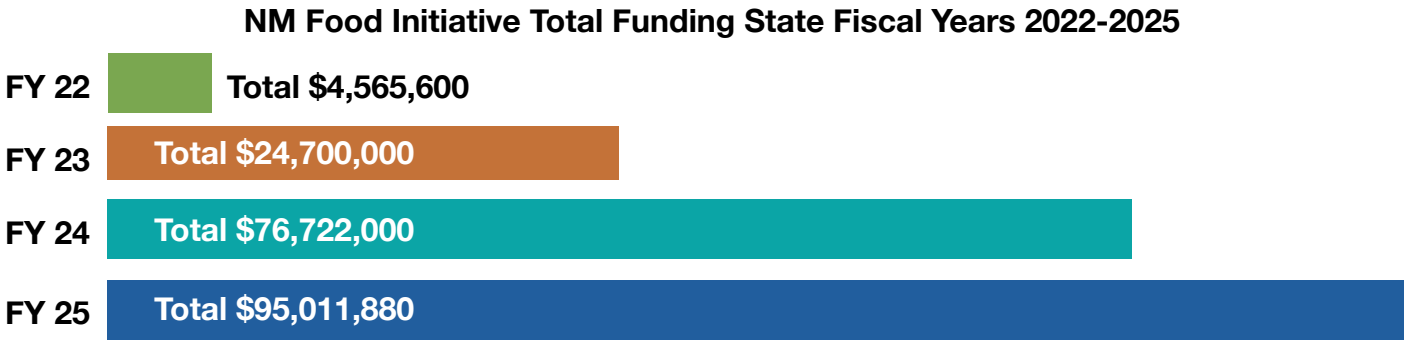


Figure 2: NM Food Initative Funding 2022-2025

New Mexico Food Initiative Program Funding

The NM Food Initiative was first funded in SFY2022. Since then, the overall funding amount has increased, and the programs funded have expanded and changed over the years (see Figure 3).

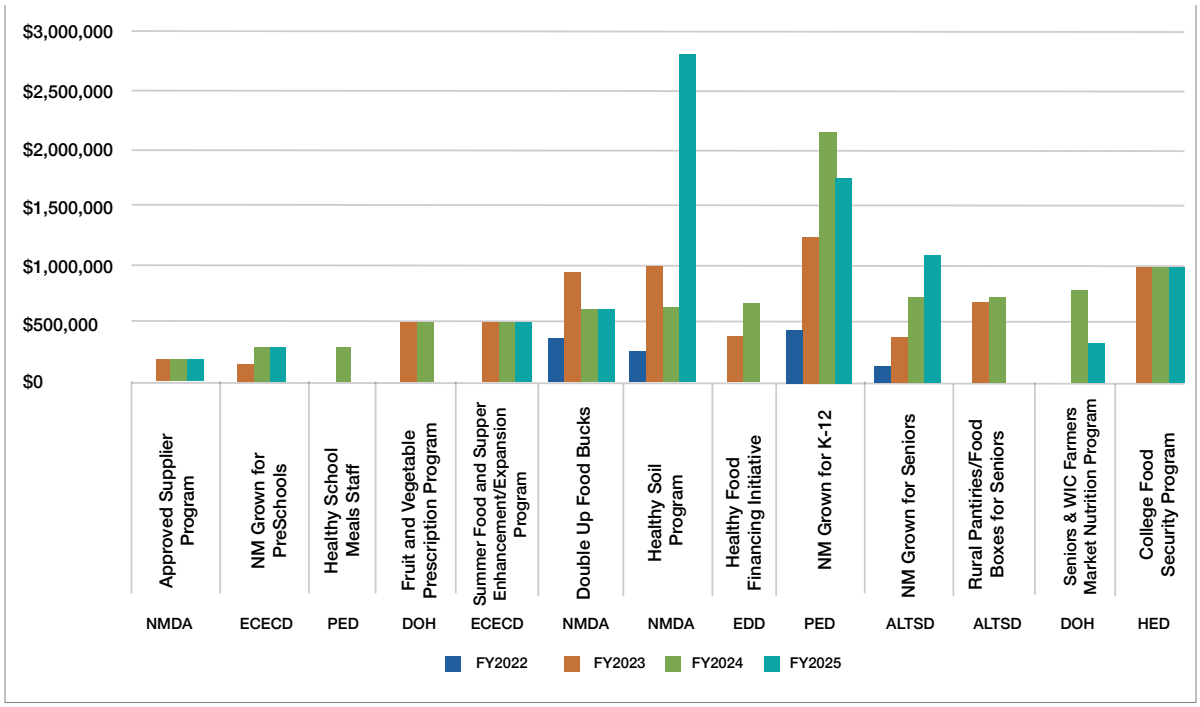


Figure 3: NM Food Initiative Selected Programs FY22-FY25

2. Source: New Mexico Food Imitative Dashboard, Food Initiative General Fund Budget, Detailed Budget by Agency, Program and Fiscal Year (SFY2024) Retrieved May 27, 2024 from: www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard
3. Source: Chavez, K. March 5, 2024. Transmitted by email. FY25 Food Initiative Budget March 5, 2024.
4. Note that these figures do not include other funding that support Food Initiative programs, such as GRO/Junior allocations, interagency transfers , agency base budgets, and federal funds. You can find the full allocation per program in the Self-Reported Funding on the Food Initiative Dashboard at: www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Environment, Conservation and Climate

Legislation and Budget Priorities We Supported that Passed

Land of Enchantment Legacy Fund (SB9) appropriated $400 million into two funds: $50 million for an expendable fund and $350 million into a permanent fund. $12.5 million will be distributed to eight existing state programs beginning in FY2024 and continuing until FY2028. The $350 million in the permanent fund will generate interest over time which will be distributed annually through the expendable fund once it accrues sufficient interest.

Pollinator Protection Plan Work Group (HM33) requests the NM Department of Agriculture (NMDA) to convene a work group with representatives of NMDA, the New Mexico Food & Agriculture Policy Council, and the New Mexico Beekeepers Association, among others, to consider a plan to protect and increase pollinators in New Mexico.

Legislation and Budget Priorities We Supported that Did Not Pass or Was Not Funded

Composting Initiative (SB79) to develop a statewide set of composting recommendations. The bill did not get any funding yet received support for its future.

Much appreciation to the **NM Healthy Soil Working Group** for starting this discussion and setting the stage for the future. In fiscal year 2025, NMDA is contracting a statewide study on compost production and use through Healthy Soil Program funds.

Acequia & Community Ditch Fund (SB266) An increase of $350,000 to the Acequia and Community Ditch Fund was requested, for a total of $1.5 million, to expand the number of grants to acequias and community ditch associations. FY25 appropriations were kept at the previous funding level of $800,000. Investments in New Mexico's water infrastructure can help to bring more local food to New Mexicans.

Rulemaking

Produced Water. On May 14, 2024 New Mexico's Water Quality Control Commission began a hearing to consider a rule proposed by the New Mexico Environment Department (NMED) to prohibit the discharge of produced water to ground and surface water. The hearing will resume August 5-9, 2024. The Policy Council is evaluating NMED's proposal to prohibit the discharge of produced water, whether treated or not, to New Mexico's surface and groundwaters and the allowance of produced water for industrial reuse.

Environment, Conservation and Climate

NMFAPC's Water Statement

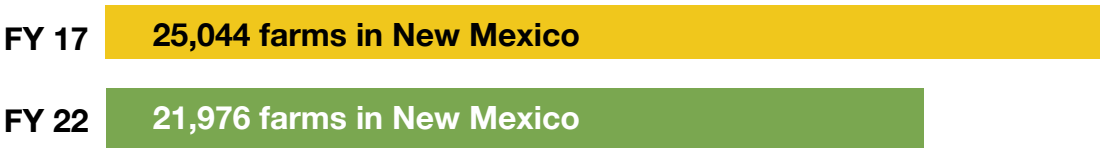
The Policy Council believes that planning for all water use in New Mexico now and in the future must prioritize providing adequate clean water for local food production by New Mexico farmers, cultivators, and growers. By doing so, these producers are economically and environmentally resilient and can continue providing healthy foods. Consequently, the Policy Council adopted a water statement in May 2024. View the full statement at: www.nmfoodpolicy.org/water-policy-statement.

Outcomes

Our goals for this priority are to protect agricultural land and small farms, increase restorative practices and the use of resilient crops, increase water quality and quantity for food production, increase New Mexico's pollinators, more seed preservation, and protect growers impacted by climate change.

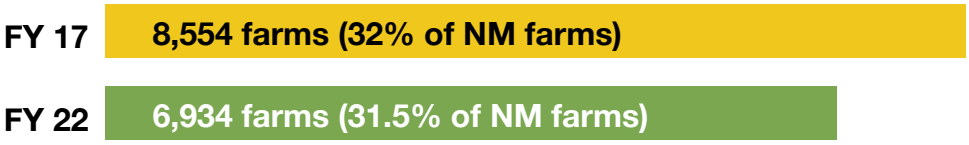
Total Number of Farm Acreage in New Mexico

NM Farms in New Mexico



NM Farms Under 10 Acres

The average farm size in New Mexico is 1865 acres, however 33% of farms are less than nine acres. Ninety-five percent of all NM farms and ranches are family owned. Source: NM Department of Agriculture Report, July 2024.



Environment, Conservation and Climate

NMDA Agricultural Workforce Development Program

NMDA's AWD is an agri-busienss internship program that provides incentives to New Mexico agriculture businesses including farmers, ranchers, value-added producers, processing and other agriculture-related businesses to hire interns.

NMDA Healthy Soil Program

Figure 4: Details for NMDA's Healthy Soil Program 2020-2024

Fiscal Year	Grant Applications for On-the Ground Projects		Approximate Dollars (in thosands	
	Received	Selected	Requested	Awarded
2020 (pilot)	84	19	$1,370.0	$178.0
2021	49	26	$513.0	$237.0
2022	49	17	$404.0	$185.0
2023	77	50	$1,405.5	$1,092.8
2024	67	46	$1283.0	$754.8

Source: NM Department of Agriculture

Reunity Resources, Photo: Helen Henry

Government Support and Infrastructure

Legislation and Budget Priorities We Supported that Passed

County and Tribal Health Councils (HB67 and HB2) allocated one-time funding at $3 million for FY25, a 450% increase over FY24. County and Tribal Health Councils support community food and nutrition programs and local efforts to mitigate climate change.

New Mexico Meat Inspection Act (SB 37 and HB162) authorizes the creation of a state meat inspection program to ensure the safety and quality of meat for human consumption in New Mexico that meets or exceeds the Federal Meat Inspection Act, the federal Poultry Products Inspection Act and the federal Humane Methods of Slaughter Act of 1978. Investments across the food value chain can bring New Mexicans more sustainable, healthy, and affordable food.

Legislation and Budget Priorities We Supported that Did Not Pass or Was Not Funded

Public Banking Act (SB110) will enable NM to create a state public bank, which is operated by professional bankers and work in partnership with community banks, credit unions, and Community Development Financial Institutions to make affordable loans available to local farmers, ranchers and food value chain businesses. Although this bill died in committee, it gained more momentum and supporters this session.

Outcomes

Our goals for this priority are to expand the infrastructure for NM Grown food by increasing state, federal and tribal resources to New Mexican growers who have been historically discriminated against.

The Federal Farm Bill

The Policy Council's Federal Policy Committee has worked diligently over the past year to help shape the next Farm Bill and inform our congressional delegation of areas most important to New Mexicans.

Take Action!

Here are some things you can do to address food security and improve food systems in New Mexico:

Become a member of the NM Food Policy Council www.nmfoodpolicy.org/membership

Talk to your elected officials and legislators about the importance of New Mexico's food system and the New Mexico Food Initiative

Sign on to letters of support sponsored by the Policy Council.

Provide public comment at hearings or committees regarding proposed rule changes.

Food Charter Report Card Data Sources

Nutrition and Food Security

Page 6. Healthy Universal School Meals, # of meals provided. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 6. Value of NM Grown Food Purchased. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 7. NM Grown for K-12 , Participating School Food Authorities and Students Served. *Source: NM Public Education Agency, July 2024*

Page 7. NM Grown Program for Seniors - # of Senior Centers participating. *Source: New Mexico Aging and Long Term Services Department, July 2024*

Page 7. NM Grown Program for Early Childhood Centers - # of Early Childhood Centers participating. *Source: Early Childhood Education and Care Development, July 2024*

Page 8. Food Producer Participation in NM Food Initiative. *Source: NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 8. Figure 1: Sales figures or value of local produce sold/distributed through Food Initiative programs in FY24. *Source :NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 8. Approved Supplier Program - # of approved vendors. *Source: NM Farmers Marketing Association, July 2024*

Page 9. Healthy Food Financing Funding – Annual funding and # of awards. *Source: NM Economic Development Department, July 2024*

Page 9. Community Food Assistance Funding – Annual Funding. *Source: NM Food Initiative Dashboard July 2024*. www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 9. NM Regional Farm to Food Bank (RF2FB) Program – Federal funding amount and award period. *Source: New Mexico Regional Farm to Food Bank 2023 Annual Report. Retrieved June 2024 from: www.nmfoodbanks.org/2023annualreport*

New Mexico Food Initiative Funding

Page 10. SFY2025 Funding. *Source: Chavez, K. March 5, 2024. Food Initiative Legislative Session. FY25 Food Initiative Budget. Transmitted by email.*

Page 10. Figure 2: NM Food Initiative Funding 2022-2025. *Sources: (1) Chavez, K. March 5, 2024. Food Initiative Legislative Session FY25 Food Initiative Budget. Transmitted by email March 5, 2024*. (2) *NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Page 10. Figure 3: NM Food Initiative Selected Programs FY22-FY25. *Sources: (1) Chavez, K. March 5, 2024. FY25 Food Initiative Budget March 5, 2024. Transmitted by email (2) NM Food Initiative Dashboard July 2024.* www.nmdfa.state.nm.us/dfa-dashboards/food-initiative-dashboard

Environment, Conservation and Climate

Page 12. Total Number of Farms in New Mexico. *Source: United States Department of Agriculture, National Agricultural Statistics Service 2022 Census of Agriculture, Volume 1, New Mexico State and Count Data.*

Page 12. Total Acres of Farmland. *Source: United States Department of Agriculture, National Agricultural Statistics Service 2022 Census of Agriculture, Volume 1, New Mexico State and Count Data.*

Page 12. NM Farms Under 10 Acres. *Source: United States Department of Agriculture, National Agricultural Statistics Service 2022 Census of Agriculture, Volume 1, New Mexico State and Count Data*

Page 13. NMDA Agricultural Workforce Development Program, *Source: Maitland, Julie, New Mexico Department of Agriculture, July 26, 2024, transmitted by email.*

Page 13. Healthy Soils Program - Annual funding amount and # of awards. *Source: NM Department of Agriculture, July 2024.*

Page 13. Figure 2: Details for the Healthy Soils Program 2020-2024. *Source: NM Department of Agriculture, July 2024.*

For More Data and Information

NM Department of Agriculture Food and Ag Update

NMDA Health Soils Program

Farm to Food Bank Fact Sheet and Spotlight

NM Economic Development Department Food Hunger and Agriculture Program (Healthy Food Financing)

Approved Supplier Program

NM Fresh Rx Program

Agricultural Workforce Development Program

The New Mexico Food Charter and Report Card
are projects of the NM Food & Agriculture Policy Council,
which is a program of Farm to Table NM.

If you would like to contact us, please email us at
nmfoodcharter@farmtotablenm.org.

Please visit www.nmfoodpolicy.org/new-mexico-food-charter to download the New Mexico Food Charter and the Report Card.

For more information about our policy work visit us at the New Mexico Food & Agriculture Policy Council's website:
www.nmfoodpolicy.org

PLEASE SUPPORT

NM Food & Agriculture Policy Council and partners' priorities as of July 18, 2024

Provide full funding to meet the increasing demands of initiatives which:

- Promote nutrient-rich food, especially for children, youth, seniors, individuals with disabilities, low-income populations and for food banks and food pantries
- Improve access to nutritious and culturally significant, New Mexico grown food
- Expand New Mexico farmers' and ranchers' opportunities through the New Mexico Grown Programs to benefit the well-being of our communities and local economy.
- Enrich the soil and water to grow food
- Allow farmers and ranchers to mitigate the impact of extreme climate
- Healthy Universal School Meals Act: nutrition and programmatic support
- **New Mexico Grown Programs:**
  - Early Child Care meal programs (ECECD)
  - Senior Center meal programs (ALTSD)
  - K-12 meal programs (PED)
- Produce Prescription Program / Fresh Rx
- Double Up Food Bucks - SNAP Program (NMDA); continued recurring
- Healthy Food Financing Fund (EDD)
- Senior and WIC Farmers Market Nutrition Programs (DOH)

- Regional Food Purchasing Assistance Program (Regional Farm to Food Bank)
- Water priorities that align with NMFAPC's Water Policy Statement www.nmfoodpolicy.org/water-policy-statement
- A State Pollinator Plan – based on Pollinator Work Group recommendations
- Continue support for New Mexico soil health, conservation, and agriculture workforce programs (NMDA).

Note that we will have more explicit information over the coming months as we work together with support organizations, agencies, New Mexico legislators, and the Office of the Governor on these priority initiatives.

FIR No. 10633.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** x

Short Title(s): Supporting Legislation of Food Policy Council

Sponsor(s): Councilor Jamie Cassutt, Councilor Carol Romero-Wirth

Reviewing Department(s): Community Health and Safety (Community Services) & Community Development (Economic Development)

Staff Completing FIR: Maria Sanchez-Tucker, Community Services Director **Date:** 1/17/2025

Phone: (505) 955-6638

Reviewed by City Attorney: _____ **Date:** Jan 24, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Jan 24, 2025

Summary:
This resolution builds upon City of Santa Fe (City) and County joint Resolution No. 2008-26, which established a food policy council for the City and Santa Fe County. Specifically, this resolution supports the New Mexico Food Charter's "Report Card for 2023-24" and its prioritization of these three things: 1) Nutrition and Food Security, 2) Environment, Conservation, and Climate, and 3) Government Support and Infrastructure. Additionally, the resolution supports four specific areas of food policy focus for New Mexico and Santa Fe: 1) support for programs that benefit the long-term economic viability and well-being of New Mexico's food system, 2) advocacy for food and agriculture programs through state legislative actions that support farm, food, and hunger initiatives, 3) advocacy for long-term recurring, and consistent New Mexico state funding that capitalizes on farm, food, and hunger initiatives and other related programs, and 4) support for legislation that prioritizes soil and water conservation, acequias, and agriculture workforce programs.

Departments Affected:
Community Development Department (Community Services)

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not officially support the New Mexico Food Charter's Report Card Priorities for 2023-2024 or identify areas of focus for food policy.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation is related to Resolution 2008-26, which is a joint resolution between the City and Santa Fe County, which established the Santa Fe City and County Advisory Council on Food Policy.

Performance and Administrative Implications:

Fiscal Implications:
None at this time.

Fiscal Impact

x Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: HENRI HAMMOND-PAUL (Jan 24, 2025 11:44 MST)

Email: hmhammondpaul@santafenm.gov

Signature: Maria Tucker (Jan 24, 2025 12:05 MST)

Email: metucker@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 21, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Melissa McDonald, Parks and Open Space Division Director MMc

Via: Regina Wheeler, Public Works Director RW

RE: Approve $2,750,000 Donation from Northern Soccer Club Toward the Design and Construction of Fields and Amenities at the Soccer Valley Fields, Located at the Municipal Recreations Sports Complex

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EXECUTIVE SUMMARY:

The resolution accepts a donation of two million seven hundred fifty dollars ($2,750,000) from the Northern Soccer Club ("Northern") as a contribution toward the design and construction of a championship soccer field at the West side of Soccer Valley at the Municipal Recreation Complex ("MRC") with associated amenities, facilities, and infrastructure directly supporting the field. These amenities will include but not be limited to lights, bleachers, a scoreboard, parking, fencing, restrooms, and storage. The doner has stipulated that the City must match this donation with the same amount ($2,750,000) for the expansion of Soccer Valley. The City of Santa Fe ("City") has secured funds sufficient to match this amount via 2024 New Mexico legislative appropriation.

Additionally, the resolution provides for the following actions: 1) upon receipt of Northern's donation, the City Manager will assemble the appropriate staff to identify capital improvement funds for the project and to commence the design and construction of the field and related amenities, 2) the design alternatives and related fiscal impacts for the championship field will be presented to the Governing Body for approval, and 3) the Governing Body's welcomes proposed name for the new championship field for its consideration, in accordance with Resolution No. 2010-19, in recognition of Northern's commitment to the facility.

Staff anticipate that, should this resolution be adopted, and once the championship field is constructed, additional budget allocations and staff will be required to operate and maintain the expanded facility.

BACKGROUND:

Soccer is rapidly growing in the United States, appealing to diverse players of all ages and backgrounds. The recent closure of the soccer fields at the Downs at Santa Fe left over one thousand eight hundred (1,800) children without playing fields, prompting the City to accommodate these teams at the Southwest Node Area Regional ("SWAN") Park and the MRC. Recent policy changes at the MRC provided increased field access for leagues like Northern Soccer Club, La Liga Santa Fe Soccer, the Santa Fe United Football Club, and Santa Fe Youth Lacrosse.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Michael Garcia

A RESOLUTION

ACCEPTING A DONATION FOR THE DESIGN AND CONSTRUCTION OF A NEW CHAMPIONSHIP SOCCER FIELD AND ASSOCIATED INFRASTRUCTURE AND DIRECTING NEXT STEPS UPON RECEIPT OF THE DONATION.

WHEREAS, the City of Santa Fe ("City") adopted Resolution No. 2013-90, supporting the collaboration between City staff and regional soccer leagues to identify improvements to the Municipal Recreation Complex ("MRC") and directing staff to explore funding mechanisms for such improvements and construction; and

WHEREAS, the City adopted the "MRC Soccer Complex Master Plan" in September 2015; and

WHEREAS, the City successfully completed improvements to the MRC Soccer Complex ("Soccer Valley") in the spring of 2022, including the installation of lighting on existing fields, thereby increasing available playtime and usability of Soccer Valley; and

WHEREAS, the City prioritized the "MRC Soccer Valley Expansion" in its 2026-30 Infrastructure Capital Improvement Plan, adopted in Resolution No. 2024-28, which includes the

design and construction of additional facilities at the Soccer Valley; and

WHEREAS, the MRC Soccer Complex Master Plan includes four new fields with lights, including a "championship" field with dimensions defined by Federation International de Football Association (FIFA) standards, and associated amenities and facilities, to be built on currently undeveloped City-owned property at the west side of Soccer Valley; and

WHEREAS, the Northern Soccer Club ("Northern") has expressed its intent to donate two million seven hundred fifty thousand dollars ($2,750,000) (the "Donation") to the City, specifically to fund the construction of the championship field, along with associated amenities and facilities and infrastructure directly supporting the field, including, but not limited to, lights, bleachers, a scoreboard, parking, fencing, restrooms, and storage (the "Limited Purpose"); and

WHEREAS, Northern has announced it has an anonymous donor willing to make the Donation; and

WHEREAS, according to Northern, the donor stipulates that the City match the Donation with two million seven hundred fifty thousand dollars ($2,750,000), also dedicated to expanding Soccer Valley; and

WHEREAS, the cost estimate for the MRC Soccer Valley Expansion is approximately twelve million dollars ($12 million); and

WHEREAS, the Limited Purpose is a portion of the total scope of the MRC Soccer Valley Expansion; and

WHEREAS, in 2024 the state of New Mexico appropriated three million four hundred twenty-five thousand dollars ($3,425,000) for the MRC Soccer Valley Expansion project ("State Appropriation"); and

WHEREAS, the City continues to support the team-sport community, including Northern, through ongoing projects, such as developing new fields at SWAN Park and replacing fields at Salvador Perez Park and improving facilities at **S**occer Valley will further expand the City's

support; and

WHEREAS, the City desires to accept the Donation for the Limited Purpose and to dedicate a portion of the State Appropriation as the matching amount dedicated to the Limited Purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE THAT

1. The City may accept the Donation for the Limited Purpose;
2. A portion of the State Appropriation equal to the Donation shall be used as matching funds for the Donation; and
3. Upon receipt of the Donation, the City Manager shall

   a. provide Northern with a written acknowledgement of the receipt of the Donation, specifying the amount receipt, and acknowledging the Donation is subject to the terms of this resolution; and

   b. assemble the appropriate City staff to identify additional capital improvement funds for the portions of the MRC Soccer Valley Expansion that are not included in the Limited Purpose and to commence the design for the Limited Purpose, following standard City procedures.

BE IT FURTHER RESOLVED that City staff shall consider input from stakeholders, including Northern, to assess the costs and benefits of championship field design elements such as natural turf versus artificial turf.

BE IT FURTHER RESOLVED that the City Manager shall present recommended design and associated budget adjustment for the championship field to the Governing Body for approval.

BE IT FURTHER RESOLVED that the City shall return any portion of the Donation that is unspent on the Limited Purpose to Northern.

BE IT FURTHER RESOLVED that the Governing Body welcomes proposed names for

the new championship field from Northern for consideration as a proposal by one or more members of the Governing Body in a resolution in accordance with Resolution No. 2010-19.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

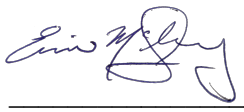
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Accepting Donation from Northern Soccer Club

FIR No. 10600

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Approve Donation from the Northern Soccer Club

Sponsor(s): Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Michael Garcia

Reviewing Department(s): Public Works Department, Parks and Open Space Division

Staff Completing FIR: Melissa McDonald, Parks and Open Space Division Director

Date: 9/4/2024 **Phone:** (505) 303-9502

Reviewed by City Attorney: _____ **Date:** Jan 24, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Jan 24, 2025

Summary:
The proposed Resolution accepts a donation of $2,750,000 from Northern Soccer Club ("Northern") and commits the City of Santa Fe ("City") to match these funds in the amount of $2,750,000. The donation is dedicated to funding the construction of a championship field at Soccer Valley, including associated amenities and facilities directly supporting the field such as but not limited to lights, bleachers, a scoreboard, parking, fencing, restrooms, and storage at the Municipal Recreation Sports Complex (MRC). Upon receipt of Northern's donation, the Resolution also directs the City Manager to assemble the appropriate staff to identify the additional funds, beyond the donation and the City's match, for the design and construction of additional fields and amenities, and to provide the Northern Soccer Club with a written acknowledgment of the receipt of the donation. If the City decides not to use the donation to fulfill the project defined in the Resolution, any unspent donated funds will be returned to the Northern.

Departments Affected:
Public Works Department (Parks and Open Space Division Complex).

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not have adopted the terms requested by Northern to accept a donation of $2,750,000, to be used toward the expansion of soccer facilities and new amenities at Soccer Valley at the MRC.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution 2013-90 directed City staff to "collaborate with regional soccer leagues to identify necessary improvements to the MRC facilities and the possible construction of an indoor soccer facility and to explore funding mechanisms for such improvements and construction". Additionally, the State of New Mexico appropriated $3,425,000 to be used for the expansion of Soccer Valley at the MRC. This appropriation more than covers the $2,750,000 match described in the Resolution.

Performance and Administrative Implications:
Both the donation and the City's match will be maintained in accounts designated for MRC Soccer Valley improvements and will be administered in compliance with the terms of the Resolution. Once constructed, hiring staff and establishing contractual services will be required to operate the facility.

Fiscal Implications:
Upon approval of this Resolution and upon securing matching funds, the City would receive the donation of $2,750,000 for Soccer Valley improvements and match Northern's donation with the $2,750,000 state legislative appropriation, grant number 24-I3136, for Soccer Valley improvements. Once constructed, budget for staff, supplies, utilities and contractual services will be required, roughly estimated to cost $500,000 per year.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE 26	FYE 27	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$		R	530	
Capital Outlay	$ 1,000,000	$ 2,750,000	$1,750,000				
Contractual/ Professional Services	$	$	$		R	530	
Operating	$	$	$		R	530	
Total:	$ 1,000,000	$ 2,750,000	$1,750,000				$ 5,500,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative: Funds will be expended to construct the expanded soccer amenities at Soccer Valley at the MRC. The expenditures that are described above are those that will result from this resolution. The Public Works Department anticipates the total cost will be over 12 million dollars.

Revenue

Revenue Type	FYE 25	FYE 26	FYE 27	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$	R	530
CIP	$ 2,750,000	$	$	NR	
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$	NR	
Total	$ 2,750,000	$	$		

Revenue Narrative:

Revenue that will result from this resolution is the Donation. City will need to continue to seek funds in addition to Northern's $2,750,000 donation and the legislature's appropriation. ___

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: mamcdonald@santafenm.gov

CITY OF SANTA FE

Date: February 4, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Feb 4, 2025 10:09 MST)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM Complete Streets Capital Projects Manager

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ACTION:

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $933,000 to Complete Streets Roadways WIP Construction for the Agua Fria South Meadows Intersection Improvements Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The Agua Fria-South Meadows Intersection Improvements Project is 40% complete with construction. Improvements include ADA compliant sidewalks, safe driveway access, bike lanes on both sides of the road, lighting and traffic signals. The project has been delayed due to challenging processes to secure right of way and public utility easements. These issues are expected to be cleared in 60 days and construction is continuing. Concrete work is anticipated to complete in April and the overall project by late summer 2025.

This project currently has State funding of $3.8M and $189,000 of road impact fees for the City match. Additional funding of $933,000 is required to complete the project. This project is included in the Impact Fee Capital Improvement Plan and is eligible for use of up to $3M of impact fees.

FUNDING SOURCE: Road Impact Fees

Munis Org Name/Number: Streets Roadways / 3309980

Munis Object Name/Number: WIP Construction/ 572970

Project ID/String: ST2433003-Construct-Fees

ATTACHMENTS:

BAR

Halona Crowe

Log # *{Finance use only}* :	
Journal # *{Finance use only}* :	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Streets Roadways CIP	1/31/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Agua Fria/S Meadows	3309980	572970	ST2433003-Construct Fees	933,000	
Capital Transfer to Roadways/Streets CIP	2320471	760330		933,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Roadways/Trails CIP Agua Fria/S Meadows - Capital Transfer from Impact Fees	3309980	660232		(933,000)	
				$ 933,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Allocate Impact Fees to Agua Fria/South Meadows Intersection Improvements Capital Project in the total amount of $933,000.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(933,000)
TOTAL:	**0**

Halona Crowe — 1/31/2025
Prepared By *{print name}* — Date

Division Director Signature — Date

Regina Wheeler
Regina Wheeler (Feb 4, 2025 10:09 MST)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE

Memorandum

Date: January 27, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: 2025 Santa Fe Century Alcohol Approval

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the Santa Fe Century to serve beer at its annual bicycle events on City of Santa Fe ("City") property, in the Railyard Park, on May 17 and May 18, 2025.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the 2025 Santa Fe Century;
- the location is the Railyard Park;
- the dates are May 17, 2025 and May 18, 2025;
- the times on May 17, 2025 are from 3:00 p.m. to 9:00 p.m. and the times on May 18, 2025 are from 12:00 p.m. to 4:00 p.m.;
- the alcohol served will be beer;
- twelve hundred (1200) attendees are expected;
- a Public Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Alma Castro

Councilor Jamie Cassutt

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER DURING THE 2025 SANTA FE CENTURY ON MAY 17TH AND 18TH, 2025, PURSUANT TO SECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the Santa Fe Century ("Century") is an annual bicycle event that has been held since 1985; and

WHEREAS, according to the Century's website, approximately two thousand (2,000) cyclists participate in the Century's events every year; and

WHEREAS, the Century consists of a variety of cycling events for differing abilities that

highlight the landscape of northern New Mexico, starting and finishing in downtown Santa Fe; and

WHEREAS, the 2025 Century organizers seek to serve beer from the Second Street Brewery, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the 2025 Santa Fe Century is hereby approved according to the following parameters:

Event:	2025 Santa Fe Century
Dates:	May 17th and 18th, 2025
Hours:	May 17th, 2025 from 3:00 p.m. to 9:00 p.m.
	May 18th, 2025 from 12:00 p.m. to 4:00 p.m.
Location:	The Railyard Park
Number of expected attendees:	1,200
Type of alcohol to be served:	Beer
Required Permits:	Public Celebration Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. The Santa Fe Century shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

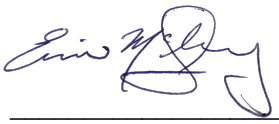
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2025 Santa Fe Century Beer Garden Alcohol Approval

FIR No. 10647.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2025 Santa Fe Century Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 1/27/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Jan 30, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 2, 2025

Summary:
This proposed Resolution authorizes the sale and consumption of beer at the 2025 Santa Fe Century ("Century"). The Century will be held at the Railyard Park on May 17th, 2025 from 3:00 p.m. to 9:00 p.m. and May 18th, 2025 from 12:00 p.m. to 4:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 23-6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Santa Fe Century will not be able to have beer as part of its 2025 bicycle events.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body approved the sale and consumption of beer at the 2024 Santa Fe Century with Resolution No. 2024-15.

Performance and Administrative Implications:
The Santa Fe Century is also required to obtain a public celebration permit for the event.

Fiscal Implications:
None Identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Feb 7, 2025 08:44 MST)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 28th, 2025

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager RGM

Via: Regina Wheeler, Public Works Department Director RW

RE: C5223170 Pacheco Street Improve Authorized Representatives and Agents

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EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for New Mexico Department of Finance and Administration (DFA), appropriation ID Number G3170 and New Mexico Department of Transportation (NMDOT) Control Number C5223170 ("Grant Agreement"). The Grant Agreement makes available one hundred and fifty thousand dollars ($150,000), appropriated by the New Mexico State Legislature for a project to acquire easements and rights of way and to plan, design, construct and improve Pacheco street, including pedestrian and bicycle improvements, between West San Mateo Road and Alta Vista Street in the city of Santa Fe in Santa Fe County.

BACKGROUND:

The New Mexico Department of Transportation, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "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". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION, REGARDING APPROPRIATION ID NUMBER G3170, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5223170, TO ACQUIRE EASEMENTS AND RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT AND IMPROVE PACHECO STREET, INCLUDING PEDESTRIAN AND BICYCLE IMPROVEMENTS BETWEEN WEST SAN MATEO ROAD AND ALTA VISTA STREET.

WHEREAS, in the Laws of 2022, Chapter 53, Section 36, Subsection 88, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number G3170, NMDOT Control Number C5223170 ("Agreement"), incorporated as Attachment A, in the amount of one hundred and fifty thousand ($150,000), to acquire easements and rights of way and

to plan, design, construct and improve Pacheco street, including pedestrian and bicycle improvements, between West San Mateo Road and Alta Vista Street in the city of Santa Fe in Santa Fe County ("the Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "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" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations and, this position was renewed in a letter dated August 20, 2024 for all current Capital outlay appropriations; and

WHEREAS, as a result of DFA's position articulated in these letters, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, the terms of Amendment No. 1 to the Intergovernmental Service Agreement, Item No. 22-G3170, included in Attachment B, includes the project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee: City of Santa Fe

Name: Alan Webber

Title: Mayor

Address: PO Box 909

Santa Fe, NM 87504-0909

Email: mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.

Santa Fe, Nm 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

ATTACHMENT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5223170

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2022, SB212, Chapter 53, Section 36, Subsection 88, 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, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

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:

DFA Appropriation ID G3170 NMDOT Control Number C5223170 **$150,000**
APPROPRIATION REVERSION DATE: 6/30/2026
Laws of 2022, Chapter 53, Section 36, Subsection 88, One Hundred Fifty Thousand Dollars and No Cents ($150,000), to acquire easements and rights of way and to plan, design, construct and improve Pacheco street, including pedestrian and bicycle improvements, between west San Mateo road and Alta Vista street in Santa Fe in Santa Fe county .

The Grantee's total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and No Cents $150,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] 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.

applicable, Zero Dollars and No Cents ($ 0.00), which equals One Hundred Fifty Thousand Dollars and No Cents (**$150,000**) (the "Adjusted Appropriation Amount").

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[2] 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.

[2] "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.

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 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: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

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: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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 6/30/2026 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) 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

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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 Wage 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, 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.

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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 subawards, 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

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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 City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’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 City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe 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 Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe 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.

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

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

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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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:
Sundeepet kaur
C8DDF719FE734A2...
By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 14, 2024 09:08 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

_____

EMILY OSTER

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

I.	**Grantee Information**	**II.**	**Payment Computation**
	(Make sure information is complete & accurate)	A.	Payment Request No.
A.	Grantee:	B.	Grant Amount:
B.	Address:	C.	AIPP Amount *(If Applicable)*:
	(Complete Mailing, including Suite, if applicable)	D.	Funds Requested to Date:
		E.	Amount Requested this Payment:
		F.	Reversion Amount (If *Applicable*):
	City State Zip	G.	Grant Balance:
C.	Phone No:	H.	☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)
D.	Grant No:	I.	☐ Final Request for Payment (*if Applicable*)
E.	Project Title:		
F.	Grant Expiration Date:		

III. **Fiscal Year :**

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** 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. ☐ **Compliance Certification:** 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: **Fund No.:** **Loc No.:**

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer	Date	Division Project Manager	Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] 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: [_____]

1 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.

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NMDOT ATTACHEMNT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

DocuSign Envelope ID: 05B69AF9-3198-4665-B726-0A173BC4E34C

1.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

23-ZH9[illegible]98	for Santa Fe to purchase security cameras and security systems at municipal parks	$	95,000.00
23-ZH9900	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	$	125,000.00
23-ZH9901	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	$	75,000.00

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10649.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID Number G3170, NMDOT Control Number C5223170

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 1/28/2025 **Phone:** (505) 690 4197

Reviewed by City Attorney: _____ **Date:** Feb 5, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 6, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Finance and Administration (DFA), regarding appropriation ID Number G3170, New Mexico Department of Transportation (NMDOT) Control Number C5223170 ("Grant Agreement"). The Grant Agreement makes available one hundred and fifty thousand dollars ($150,000), appropriated by the New Mexico Legislature for a project to acquire easements and rights of way and to plan, design, construct and improve Pacheco Street, including pedestrian and bicycle improvements, between West San Mateo Road and Alta Vista Street in the city of Santa Fe in Santa Fe County.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body to adopt a resolution authorizing a person identified as the official representative of the City to sign the Grant Agreement and authorizing an agent to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding in the amount of one hundred and fifty thousand dollars ($150,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Public Works staff will acquire easements and rights of way and to plan, design, construct and improve Pacheco Street, including pedestrian and bicycle improvements, between West San Mateo Road and Alta Vista Street in association with this Grant Agreement. Public Works Department and Finance Department staff will also administer the grant.

Fiscal Implications:

**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of three hundred thousand dollars ($150,000), then NCNMEDD will receive one thousand five hundred dollars ($1,500) as one percent (1%) of the expense. The Governing Body will approve the agreement through a separate action. The City will pay the 1% from City funds separate from the grant funds and will approve the agreement through a separate action. The City will also budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler
Regina Wheeler (Feb 7, 2025 10:46 MST)

Email: rawheeler@santafenm.gov

Signature: ROMELLA GLORIOSO-MOSS

Email: rsglorioso-moss@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: January 27, 2025

To: Governing Body, Public Works and Utilities Committee, and Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager RGM

Via: Regina Wheeler, Public Works Department Director RW

RE: C5223169 Governor Miles Road Authorized Representatives and Agents

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EXECUTIVE SUMMARY:

The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Finance and Administration (DFA), regarding appropriation ID Number G3169 and New Mexico Department of Transportation (NMDOT) Control Number C5223169 ("Grant Agreement"). The Grant Agreement makes available three hundred thousand dollars ($300,000), appropriated by the New Mexico State Legislature for a project to acquire easements and rights of way for and to plan, design, and construct and repair Governor Miles Road from Richards Avenue to Nizhoni Drive in the city of Santa Fe in Santa Fe County.

BACKGROUND:

The New Mexico Department of Transportation, through Article X.B. (v) of the Grant Agreement, requires that the City of Santa Fe as the grantee, to agree that the "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". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution; and this Resolution will not be implicated if the Governing Body does not later approve the grant agreement.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING REPRESENTATIVES AND AGENTS FOR AN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING APPROPRIATION ID NUMBER G3169, NEW MEXICO DEPARTMENT OF TRANSPORTATION CONTROL NUMBER C5223169, TO ACQUIRE EASEMENTS AND RIGHTS OF WAY FOR AND TO PLAN, DESIGN, CONSTRUCT, AND REPAIR GOVERNOR MILES ROAD FROM RICHARDS AVENUE TO NIZHONI DRIVE.

WHEREAS, in the Laws of 2022, Chapter 53, Section 36, Subsection 87, the New Mexico Legislature made an appropriation to the New Mexico Department of Transportation ("NMDOT"), for funds from which NMDOT is making available to the City of Santa Fe ("Grantee" or "City") through the New Mexico Department of Finance and Administration Appropriation Number G3169, NMDOT Control Number C5223169 ("Agreement"), incorporated as Attachment A, in the amount of three hundred thousand ($300,000), to acquire easements and rights of way and to plan, design, construct and repair Governor Miles Road from Richards Avenue to Nizhoni Drive in the

city of Santa Fe in Santa Fe County (the "Project"); and

WHEREAS, Article X. B. (v) of the Agreement, states that "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" and adopting this resolution will satisfy this requirement; and

WHEREAS, in a letter dated August 24, 2023, the New Mexico Department of Finance and Administration ("DFA") took the position that it required the City to initiate a fiscal agent relationship in order for the City to utilize its current State Capital appropriations, and this position was renewed in a letter dated August 20, 2024, for all current Capital outlay appropriations; and

WHEREAS, as a result of DFA's position, the City entered into a governmental services agreement, incorporated as Attachment B, with North Central Economic Development District ("NCEDD") for fiscal agent services, in which NCEDD agreed to review and sign Requests for Payment for permissible expenditures, on December 19, 2023; and

WHEREAS, Amendment No. 1 to the Intergovernmental Service Agreement, Item No. 22-G3169, included in Attachment B, includes the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following provisions shall apply to the Agreement:

A. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

Grantee:	City of Santa Fe
Name:	Alan Webber
Title:	Mayor
Address:	PO Box 909
	Santa Fe, NM 87504-0909
Email:	mayor@santafenm.gov

Telephone: (505) 955-6590

B. The person listed below, or their successor, is the Grantee's Fiscal Officer of Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

Grantee: City of Santa Fe

Name: Felicity Fonseca

Title: Community Development Director, North Central New Mexico Economic Development District

Address: 644 Don Gaspar Ave.
Santa Fe, Nm 87505

Email: felicityf@ncnmedd.com

Telephone: (505) 356-9098

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/C5223165 Medians Phase I Designating Authorized Representatives and Agents

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ATTACHMENT A

Contract Number: _____
Vendor Number: 0000054360
Control Number: C5223169

STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Santa Fe, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2022, SB212, Chapter 53, Section 36, Subsection 87, 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, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

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:

DFA Appropriation ID G3169 NMDOT Control Number C5223169 **$300,000**
APPROPRIATION REVERSION DATE: 6/30/2026
Laws of 2022, Chapter 53, Section 36, Subsection 87, Three Hundred Thousand Dollars and No Cents ($300,000), to acquire easements and rights of way and to plan, design, construct and repair Governor Miles road from Richards avenue to Nizhoni drive in Santa Fe in Santa Fe county .

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents $300,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if

[1] 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.

applicable, Zero Dollars and No Cents ($ 0.00), which equals Three Hundred Thousand Dollars and No Cents (**$300,000**) (the "Adjusted Appropriation Amount").

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[2] 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.

[2] "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.

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 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: City of Santa Fe

Name: David Chapman
Title: Grants Administrator
Address: P.O. Box 909, Santa Fe, New Mexico 87504
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012

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: Department of Transportation District 5 Office
Name: Amanda Nino
Title: Capital Outlay District Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Amanda.Nino@dot.nm.gov
Telephone: 505-660-6357

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 6/30/2026 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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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 ~~a~~pproved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) Twenty (20) days from date of Early Termination; or

(iii) 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

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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 Wage 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, 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 subawards, 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

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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 City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’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 City of Santa Fe or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe 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 Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe 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.

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

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

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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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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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

_____
Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

_____
Date

DEPARTMENT OF TRANSPORTATION

_____
By:

Its: Cabinet Secretary or Designee

_____
Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:
Sundeepet kaur
CBDDF719FE734A2...
By: Aaron Frankland or Designee

Its: Deputy General Counsel

04/22/24
Date

IN WITNESS WHEREOF, the parties have executed this Capital Appropriation Project as of the dates set forth below.

CITY OF SANTA FE:

SEE ABOVE

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jun 14, 2024 09:33 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY

FINANCE DIRECTOR:

_____

EMILY OSTER

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City _____ State _____ Zip _____

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ 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. ☐ **Reporting Certification:** 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. ☐ **Compliance Certification:** 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*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____,_____]
FROM: Grantee: [_____]
Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: [_____]
Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] 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: [_____]

1 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.

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NMDOT ATTACHEMNT A

The City of Santa Fe shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Santa Fe shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

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1.

INTERGOVERNMENTAL SERVICES AGREEMENT
BETWEEN CITY OF SANTA FE AND
NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR FISCAL AGENT SERVICES

WHEREAS, the State of New Mexico appropriated funding for the purposes of improvements in the City of Santa Fe ("City") to the State of New Mexico, Department of Finance and Administration, Local Government Division, in the laws of Laws of 2021, Chapter 138, as detailed below ("Projects");

WHEREAS, NCNMEDD acknowledges that the appropriations for the Projects are intended for City;

WHEREAS, City, a municipality within Santa Fe County and the State of New Mexico, agrees to engage North Central New Mexico Economic Development District ("NCNMEDD") in providing fiscal agency services in relation to the Projects.

NOW, THEREFORE, the parties do mutually agree as follows:

This Agreement is entered into by and between City and NCNMEDD pursuant to the following purposes, conditions, and terms:

A. PURPOSE

The purpose of this Agreement is for NCNMEDD to provide fiscal agent services in connection with the Projects as specifically appropriated under New Mexico Legislative Appropriation Agreements identified as follows:

ApprID	Leg. Session	Appropriation Title	Year	Ch	Sect	Agency		Amount	Project Description
F2900	2021	SANTA FE PARKS UPGRADE	2021	138	29/341	341	Finance & Administration	1,000,000	to plan, design, construct, repair, improve and equip parks in Santa Fe in Santa Fe county;
F2902	2021	SANTA FE TIERRA CONTENTA TRAIL CONSTRUCT	2021	138	29/343	341	Finance & Administration	300,000	to plan, design and construct a trail in the Tierra Contenta subdivision in Santa Fe in Santa Fe county;
F2903	2021	SANTA FE MIDTOWN INFRA DES CONSTRUCT	2021	138	29/344	341	Finance & Administration	1,000,000	to plan, design, construct and improve infrastructure for the midtown Santa Fe property in Santa Fe in Santa Fe county;
F2899	2021	SANTA FE HOMEBOUND MEALS PROGRAM IMPROVE	2021	138	29/340	341	Finance & Administration	250,000	to plan, design, renovate, construct, improve and equip a facility for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county;
F2901	2021	SANTA FE SOUTHSIDE TEEN CTR CONSTRUCT	2021	138	29/342	341	Finance & Administration	1,805,000	to plan, design, construct, furnish and equip a teen and resource center on the south side of Santa Fe in Santa Fe county;

Other projects may be included as agreed upon in writing and by amendment between the Parties.

B. SCOPE OF WORK

NCNMEDD's services in support of the above purpose shall be to provide fiscal agency services associated with the Projects, including:

1. NCNMEDD Fiscal Agency Services:

- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement;
- Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
- Act as liaison between City and appropriate New Mexico state agencies as needed;
- Complete all required quarterly and financial reporting with information provided by City;
- Review and sign-off on project invoices to the appropriate State agency in a timely manner; and

- Work with the State on providing direct project reimbursements to City and act as a facilitator for such reimbursements as needed.

2. City Role and Responsibilities
   - City understands it remains ultimately responsible for executing and complying with all applicable laws, regulations, and grant agreement requirements such as flow down provisions, executing procurement responsibilities, and subcontractor management, as well as project, grant, and financial management.

C. TIMEFRAME

Work pursuant to this Agreement shall be effective no sooner than the date of last party signature below, and shall conclude upon notice by either party pursuant to paragraph I, but no later than one month following the reversion date of the appropriations, except as amended and mutually agreed upon in writing.

D. COMPENSATION:

NCNMEDD has agreed to provide the agreed upon services at three percent (3%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from this grant to make such payments.

E. RECORDS AND RECOVERY:

NCNMEDD shall maintain appropriate records of services rendered during the Agreement term and retain them for a period of three (3) years after the grant has been closed.

F. ACCESS TO INFORMATION

City and its contractors and subcontractors shall provide information, as needed, for purposes and work described in this Agreement. NCNMEDD will be included and copied on all invoices and reports, prior to City's submission to the appropriate State agency.

G. OWNERSHIP OF PROJECTS

All documents, capital improvements, and project assets produced pursuant to this Agreement shall be the property of City which shall assume full administrative responsibility for the life of the project; or the State grant agreement required period, whichever comes first.

H. LIMITATION OF LIABILITY

This Agreement shall not create a general liability of the constituent members of NCNMEDD.

City shall hold NCNMEDD harmless with respect to any damages, expenses, or claims arising or in connection with any negligent acts, errors, or omissions performed by City under this Agreement. This term shall not limit NCNMEDD liability with respect to NCNMEDD's negligence or willful misconduct.

I. MODIFICATION AND TERMINATION

Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other.

J. CERTIFICATION

City shall comply with the requirements of all applicable laws, rules, and regulations, and shall assume full responsibility for payment of federal, state, and local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws. City is required to follow all State procurement regulations and it is City obligation and responsibility to follow all State requirements as certified in the project bond questionnaire process and as included in associated State grant agreements, including reporting and drawdown requirements, such documents to be filed for each project in conjunction with this agreement.

K. ADEQUATE APPROPRIATIONS

Performance of this agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by NCNMEDD to City. NCNMEDD's decision as to whether sufficient appropriations are available shall be accepted by City and shall be final. If NCNMEDD proposes an amendment to the Agreement to unilaterally reduce its Fiscal Agency Services, City shall have the option to terminate the Agreement or agree to negotiate for reduced Fiscal Agency Services: within thirty (30) days of receipt of the proposed amendment.

L. PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

M. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

To: City
City Manager John Blair
City of Santa Fe
200 Lincoln
Santa Fe, New Mexico, 87501j

To NCNMEDD:
Monica Abeita Executive Director NCNMEDD
3900 Paseo del Sol
Santa Fe, NM 87507

N. DISPUTE RESOLUTION

The parties to this agreement agree that in the event of a dispute that may arise hereunder, which dispute cannot be reasonably resolve, they will submit to mediation by a neutral mediator, the cost of which will be borne equally by both parties. Disputes that cannot be resolved by mediation shall be subject to the laws of the State of New Mexico under the jurisdiction of the First Judicial District Court.

O. BREACH AND DEFAULT

If either party commits a breach or default in the performance or observance of any of its obligations under this agreement and such breach or default continues and is not corrected within thirty (30) days of written notification of such breach or default by either party to the other, the non-breaching or non-defaulting party shall have the right to terminate this agreement by giving notice to the breaching or defaulting party.

P. ASSIGNMENT

No portion of this agreement may be assigned to another party without the express written consent of the City and NCNMEDD.

APPROVED THIS 19th DAY OF December, 2023, BY CITY.

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT:

BY: Monica Abeita 12/8/23

Monica Abeita, Executive Director Date

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Waiver as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Dec 19, 2023

ATTEST:

Geralyn Cardenas (Dec 19, 2023 14:06 MST)

GERALYN CARDENAS, INTERIM CITY CLERK XIV

GB MTG 12/13/23

CITY ATTORNEY'S OFFICE:

Erin McSherry

Erin McSherry (Dec 8, 2023 13:36 MST)

ERIN MCSHERRY, CITY ATTORNEY

Munis Contract#_____
Original Contract Item#___23-0688____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 1 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional twenty-two (22) Capital appropriations as seen on Exhibit A.

2. COMPENSATION:

Article D, of the Agreement is amended in its entirety as follows:

NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects, as those amounts were appropriated. Billing for services to City shall occur by NCNMEDD no more than on a monthly basis. The City will not use funds from these Capital appropriations to make such payments.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Mar 14, 2024 10:01 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 14, 2024

NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

DATE: Feb. 20. 2024

ATTEST:

Geralyn Cardenas (Mar 14, 2024 11:32 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 03/13/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 16, 2024 13:08 MST)

SENIOR ASSISTANT CITY ATTORNEY

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Agency	Bond Series
22-G2419	2022	Jemez Road Construction	$ 400,000	6/30/2026	NMED	STB23SC
22-G3010	2022	SF Fire Fleet Equip / Upgrade Improv	$ 120,000	6/30/2026	DFA	STB23SC
22-G3012	2022	Harrison Rd Improve Construct	$ 100,000	6/30/2026	DFA	STB23SC
22-G3016	2022	Homebound Meals Program Improve	$ 200,000	6/30/2026	DFA	STB23SC
22-G3017	2022	Midtown Property Infra Improve	$ 1,100,000	6/30/2026	DFA	STB23SC
22-G3018	2022	SWAN Park Phase 2 Construct	$ 380,000	6/30/2026	DFA	STB23SC
22-G3019	2022	Tierra Contenta Trail Improve	$ 300,000	6/30/2026	DFA	STB23SC
22-G3165	2022	Median Beautify Phase 1 Design	$ 1,170,000	6/30/2026	DOT	STB23SC
22-G3169	2022	Governor Miles Rd. Construct	$ 300,000	6/30/2026	DOT	STB23SC
22-G3170	2022	Pacheco Street Improve	$ 150,000	6/30/2026	DOT	STB23SC
G22-5353	2022	Mary Esther Gonzales Senior Ctr- Equip	$ 235,630	6/30/2026	ALTSD	STB22SC- GO Bonds
G22-5354	2022	Pasatiemo Senior Ctr- Equip	$ 65,805	6/30/2026	ALTSD	STB22SC- GO Bonds
23-H3200	2023	Santa Fe Building Upgrade	$ 210,000	6/30/2027	DFA	General Fund
23-H3201	2023	SF Fire Station #2 Construction	$ 3,995,000	6/30/2027	DFA	General Fund
23-H3202	2023	SF Homebound Meals Faculty Ren	$ 200,000	6/30/2027	DFA	General Fund
23-H3203	2023	SF Midtown Infa. Improvement	$ 4,900,000	6/30/2027	DFA	General Fund
23-H3204	2023	SF Muni Rec Sports Cmplx Field Const.	$ 50,000	6/30/2027	DFA	General Fund
23-H3205	2023	SF Pickleball Cmplx Ft. Marcy Constr.	$ 650,000	6/30/2027	DFA	General Fund
23-H3206	2023	SF SWAN Park Phase 2 Improvement	$ 2,400,000	6/30/2027	DFA	General Fund
23-H3207	2023	SF Water History Park Improvement	$ 350,000	6/30/2027	DFA	General Fund
23-H3359	2023	Governor Miles Road Improvement	$ 210,000	6/30/2027	DOT	General Fund
23-H3360	2023	Pacheco Street Improvement	$ 350,000	6/30/2027	DOT	General Fund

Munis Contract#_____
Original Contract Item#___23-0688_____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 2 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add an additional three (3) capital appropriations as seen on Exhibit B.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Apr 11, 2024 21:17 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 11, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita

MONICA ABEITA
EXECUTIVE DIRECTOR

Executive Director
TITLE

April 2, 2024

DATE:

ATTEST:

GERALYN CARDENAS (Apr 12, 2024 09:03 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 4, 2024 09:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT B

23-ZH9298	for Santa Fe to purchase security cameras and security systems at municipal parks	$	95,000.00
23-ZH9300	to purchase equipment and to provide arson investigation training to fire department three in Santa Fe	$	125,000.00
23-ZH9401	for sanitization and deep cleaning of all municipal swimming pools in Santa Fe	$	75,000.00

Original Contract Item# 23-0688
SWPA/GSA/Coop/RFP/ITB #: N/A

CITY OF SANTA FE
AMENDMENT No. 3 TO
Intergovernmental Service Agreement
ITEM#23-0688

This AMENDMENT No 3 (the "Amendment") amends the INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN CITY OF SANTA FE AND NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT FOR FISCAL AGENT SERVICES, dated December 19, 2023 (the "Agreement"), between the City of Santa Fe (the "City") and the North Central New Mexico Economic Development District (NCNMEDD). The date of this Amendment shall be the date when it is executed by the City and the NCNMEDD whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, the NCNMEDD has agreed to provide fiscal agent services in connection with the Capital Projects specified under the Agreement.

B. Pursuant to Article I of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the NCNMEDD agree as follows:

1. PURPOSE:

Article A of the Agreement is amended to add twenty-two (22) capital appropriations as seen on Exhibit A.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Nov 15, 2024 09:56 MST)

ALAN WEBBER, MAYOR

DATE: Nov 15, 2024

CONTRACTOR:
NCNMEDD

Monica Abeita
Monica Abeita (Oct 11, 2024 13:22 MDT)

MONICA ABEITA
EXECUTIVE DIRECTOR

DATE: Oct 11, 2024

ATTEST:

Andrea Salazar
Andrea Salazar (Nov 15, 2024 11:02 MST)

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 11, 2024 13:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

EXHIBIT A

Approp ID	Leg. Session	Appropriation Title	Approp. Amount	Reversion Date	Funding Agency	Funding Source
I2455	2024	Paseo Real Wastewater Facility	$1,600,000	30-Jun-28	NMED	General Fund
I2457	2024	Jemez Rd Sewer	$210,000	30-Jun-28	NMED	General Fund
I2458	2024	Vereda de Velencia WWater	$160,000	30-Jun-2028	NMED	General Fund
I3023	2024	Police Dept. Equipment Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3134	2024	Fire Stn 2 Construct	$250,000	30-Jun-2028	DFA	General Fund
I3136	2024	Soccer Valley MRC Construct	$3,425,000	30-Jun-2028	DFA	General Fund
I3138	2024	Los Prados Park	$438,000	30-Jun-2028	DFA	General Fund
I3141	2024	Fire SCBA Equip Purchase	$250,000	30-Jun-2026	DFA	General Fund
I3142	2024	Ft Marcy Park Ren	$5,000,000	30-Jun-2028	DFA	General Fund
I3143	2024	Permanent and Transitional Housing	$400,000	30-Jun-2028	DFA	General Fund
I3144	2024	Railyard Bldg. Upgrade	$100,000	30-Jun-2028	DFA	General Fund
I3145	2024	Railyard Multipurpose Bldg	$175,000	30-Jun-2028	DFA	General Fund
I3146	2024	Regional Airport Phase 2 Improve	$2,000,000	30-Jun-2028	DFA	General Fund
I3147	2024	River Park Pedestrian Bridge	$240,000	30-Jun-2028	DFA	General Fund
I3318	2024	NM599-Airport Access Road	$4,500,000	30-Jun-2028	NMDOT	General Fund
I3319	2024	Rufina St. & Lopez Lane Intersection	$50,000	30-Jun-2028	NMDOT	General Fund
I3320	2024	Paseo del Sol Extension	$50,000	30-Jun-2028	NMDOT	General Fund
I3321	2024	St. Michael's Rail Trail Underpass	$100,000	30-Jun-2028	NMDOT	General Fund
I4219	2024	El Museo Improvements	$126,950	30-Jun-2026	DFA	Severance Tax Bond
I4220	2024	Homebound Meals	$100,000	30-Jun-2028	DFA	General Fund
I4221	2024	Municipal Court Renovations	$29,843	30-Jun-2028	DFA	General Fund
I4222	2024	Supportive Housing	$844,470	30-Jun-2026	DFA	General Fund

FIR No. 10648.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Authorized Representatives and Agents for DFA Appropriation ID Number G3169, NMDOT Control Number C5223169

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Regina Wheeler, Public Works Director **Date:** 1/26/2025 **Phone:** (505) 690-4197

Reviewed by City Attorney: _____ **Date:** Feb 7, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Feb 7, 2025

Summary:
The Resolution designates authorized representatives and agents for an agreement with New Mexico Department of Finance and Administration (DFA) about appropriation ID Number G3169, New Mexico Department of Transportation (NMDOT) Control Number C5223169 ("Grant Agreement"). The Grant Agreement makes available three hundred thousand dollars ($300,000), appropriated by the New Mexico Legislature, for a project to acquire easements and rights of way and to plan, design, construct and repair Governor Miles Road from Richards Avenue to Nizhoni Drive in the city of Santa Fe in Santa Fe County.

Departments Affected:
Public Works Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe ("City") will not satisfy Article X. B. (v) of the Grant Agreement, which requires the Governing Body to adopt a resolution authorizing the person identified as the official representative of the City to sign the Grant Agreement and to sign Requests for Payment. Additionally, without the adoption of this Resolution the City would not receive NMDOT's funding in the amount of three hundred thousand dollars ($300,000).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:
Public Works Department staff will acquire easements and rights of way for and to plan, design, and construct and repair Governor Miles Road from Richards Avenue to Nizhoni Drive for the city of Santa Fe in Santa Fe County in association with this Grant Agreement. Public Works staff and Finance Department staff will also administer the grant.

Fiscal Implications:

**Although there is not a fiscal impact for authorizing and naming agents, it is worth pointing out that Amendment No. 1 to the Intergovernmental Agreement states that "NCNMEDD has agreed to provide the agreed upon services at one percent (1%) of the dollar amount(s) the City expends during the term of this Agreement towards the completion of the Projects". If the City expends the total agreement amount of three hundred thousand dollars ($300,000), then NCNMEDD will receive three thousand dollars ($3,000) as one percent (1%) of the expense. The City will pay the 1% from City funds separate from the grant funds. The Governing Body will approve the agreement through a separate action and will budget funds for fiscal agent fees in a separate action.

Fiscal Impact

____X____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
**See "Fiscal Implications" narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Regina Wheeler (Feb 7, 2025 16:16 MST)

Email: rawheeler@santafenm.gov

Signature: ROMELLA GLORIOSO-MOSS

Email: rsglorioso-moss@santafenm.gov