ITEM # 18-1093

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE & ADMINISTRATION
LOCAL GOVERNMENT DIVISION

DFA LOCAL GOVT. DIV.
2018 OCT 19 AM 11:19
SANTA FE, NM 87501

Severance Tax Bond Projects

GRANT AGREEMENT AMENDMENT NO. 1

Article II Revision	X	**Name of Grantee:**	City of Santa Fe
Article VIII Revision	X	**Grant Nos.**	15-0857
Article IX Revision	X		15-0860
Article X Revision	X		16-A4088
			16-A2510
			17-B4106

15-0857 $30,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2015, Chapter 3, Section 28, Paragraph 211, thirty thousand dollars ($30,000) to plan, design and construct improvements, including the purchase and installation of playground equipment and surfaces, at boys and girls club facilities in Santa Fe in Santa Fe county.

15-0860 $40,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2015, Chapter 3, Section 28, Paragraph 214, forty thousand dollars ($40,000) to plan, design and construct interior and exterior renovations and improvements to El Museo Cultural in Santa Fe in Santa Fe county.

16-A4088 $880,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2016, Chapter 83, Section 100, Paragraph 100, Eight Hundred Eighty Thousand Dollars ($880,000.00) The unexpended balance of the appropriation to the local government division in Subsection 216 of Section 28 of Chapter 3 of Laws 2015 (S.S.) for public health and safety infrastructure in Santa Fe in Santa Fe county shall not be used for the original purpose but is changed to plan, design, purchase, construct and install park improvements and transit center building improvements in Santa Fe in Santa Fe county.

16-A2510 $855,000.00 Appropriation Reversion Date: 30-JUN-20
Laws of 2016, Chapter 81, Section 22, Paragraph 201, Eight hundred fifty-five thousand dollars ($855,000) to plan, design and construct an expansion to the municipal airport terminal building in Santa Fe in Santa Fe county; less Eight Thousand Five Hundred Fifty Dollars ($8,550.00) for art in public places.

17-B4106 $135,000.00 Appropriation Reversion Date: 30-JUN-19
Laws of 2017, Chapter 133, Section 109, Paragraph 109, One Hundred Thirty-Five Thousand Dollars ($135,000.00) The local government division project in Subsection 186 of Section 31 of Chapter 226 of Laws 2013 to design, construct, equip and furnish the pavilion, including lighting, and to design, purchase and install a counter in the café at the concession facility at the Santa Fe farmers' market in Santa Fe in Santa Fe county may include the purchase and installation of ovens and hood assemblies, a

convection oven, a griddle, gas ranges, sinks, refrigerators and related equipment and infrastructure. The time of expenditure is extended through fiscal year 2019.

THE SUBJECT GRANT AGREEMENT IS AMENDED AS FOLLOWS:

Article II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A (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.

All other information in Article II. remains the same.

Article VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

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

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

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

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year;or

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

(iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(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.

All other information in Article X. remains the same.

All other Articles of the original Grant Agreement remain the same.

CITY OF SANTA FE

ALAN WEBBER, MAYOR

DATE: 10/12/18

ATTEST:

yolanda y. vigil

YOLANDA Y. VIGIL,
CITY CLERK
CC mtg. 10/10/18

APPROVED AS TO FORM:

8/3

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy 8/15

MARY McCOY, FINANCE DIRECTOR

Not Applicable

BUSINESS UNIT/LINE ITEM

STB Amendment Projects: 15-0857, 15-0860, 16-A4088, 16-2510 & 17-B4106

IN WITNESS WHEREOF, the parties have herein below set their hand.

THIS AGREEMENT has been approved by:

________________________________ 10/12/18
Chief Elected Official/Authorized Signatory — Date

Alan Webber
Type or Print Name

STATE OF NEW MEXICO)
)ss.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 12th day of October, 2018, by Alan Webber.

Melissa D. Byers
Notary Public

Seal

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4-23-22

My Commission Expires: 4-23-22

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

________________________________ 10/22/18
Rick Lopez, Director — Date

STATE OF NEW MEXICO)
)ss.
COUNTY OF Santa Fe)

The foregoing instrument was acknowledged before me this 22 day of October, 2018, by Rick Lopez.

Camille Baca
Notary Public

Seal

OFFICIAL SEAL
Camille Baca
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-17-2022

My Commission Expires: 3-17-2022

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 (I*f Applicable*): ______________________

G. Grant Balance: ______________________

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

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : **FY 2019 (July 1, 2018 through June 30, 2019)**

(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 # ___________

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: $ 0.00

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.