

- I. Request for Approval of a Subaward Grant Agreement with the New Mexico Economic Development Department, Outdoor Recreation Division in the Amount of \$99,999 for Improvements at Pueblos del Sol Park for a Two Year Term. (Scott A. Overlie, Parks and Open Space Project Administrator; saoverlie@santafenm.gov)
  1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Funding in the Amount of \$99,999 for Construction Services to Supplement Pueblos del Sol Park Upgrades.

**Committee Review**

Public Works and Utilities Committee: 04/01/2024

Finance Committee: 04/08/2024

Governing Body: 04/10/2024



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 20, 2024

**TO:** Governing Body

**VIA:**

  
\_\_\_\_\_  
**Regina Wheeler, Public Works and Utilities Department Director**

**Melissa A. McDonald, Parks and Open Space Division Director** *MAM*

**FROM:** Scott A. Overlie, Parks and Open Space Project Administrator *SAO*

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### **ACTION:**

Approval of a Subaward Grant Agreement with the New Mexico Economic Development Department, Outdoor Recreation Division for a Two Year Agreement in the Amount of \$99,999 for Improvements at Pueblos del Sol Park. (Scott A. Overlie, Parks and Open Space Project Administrator, 505-231-6194)

Request for Approval of a Budget Adjustment Resolution (BAR) to Allocate Funding in the Amount of \$99,999 for Construction Services to supplement Pueblos del Sol Park upgrades. (Scott A. Overlie, Parks and Open Space Project Administrator, 505-231-6194)

### **BACKGROUND AND SUMMARY:**

The City of Santa Fe is installing new, adaptive play equipment in Pueblos del Sol Park and will use the subaward grant funds to supplement that upgrade with natural shade and landscaping, arroyo stabilization, water conservation and educational signage, establishing Pueblos del Sol Park as an environmentally sensitive destination park for the region. The grant term requires expenditure of funds within two years of agreement.

### **FUNDING SOURCE: NM EDD CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS FROM US DEPT OF TREASURY**

Fund Name/Number: Parks/Trails CIP/355

Munis Org Name/Number: Parks/Trails CIP/3559980

Munis Object Name/Number: NM EDD/490195 and WIP Construction 572970

Project Ledger ID: PRK243550E

### **ATTACHMENTS:**

BAR

SUBAWARD NM EDD Coronavirus State and Local Fiscal Recovery Funds) Grant Agreement

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

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

DEPARTMENT / DIVISION NAME Public Works / Parks	DATE 3/21/2024
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<b>EXPENDITURES</b>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>
WIP CONSTRUCTION - PUEBLOS DEL SOL PARK	3559980	572970	PRK243550E	99,999	

<b>REVENUES</b>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>
NMEDD - PUEBLOS DEL SOL PARK	3559980	490195	PRK243550E	(99,999)	

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

Allocation of subaward funding from NM Economic Development Department in the amount of \$99,999 from the US Dept of Treasury Coronavirus State and Local Fiscal Recovery Funds. Place Grant Funds into FY24 Budget for Construction Services for Pueblos del Sol Park.	<i>{Complete section below if BAR results in a net change to ANY Fund}</i>												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Fund(s) Affected</th> <th style="width: 30%;">Fund Balance Increase/(Decrease)</th> </tr> </thead> <tbody> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td><b>TOTAL:</b></td> <td style="text-align: center;"><b>0</b></td> </tr> </tbody> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)									<b>TOTAL:</b>	<b>0</b>
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<b>TOTAL:</b>	<b>0</b>												

Halona Crowe Prepared By <i>(print name)</i>	2/2/2024 Date	<i>{Use this form for cil agenda items ONLY}</i>	Budget Officer	Date
Melissa McDonald Division Director Signature	Mar 25, 2024 Date	CITY City Council Approval Date	<input style="width: 100px; height: 20px;" type="text"/>	Finance Director {≤ \$5,000}
Department Director Signature	Mar 25, 2024 Date	Agenda Item #:	<input style="width: 100px; height: 20px;" type="text"/>	City Manager {≤ \$60,000}



# City of Santa Fe New Mexico

## Finance Department



### Project Ledger Request Form

Date of Request: 03/21/2024

Project Title: Pueblos Del Sol Park Improvements

Project Type:  CIP  Grant  Internal Tracking

Department: Public Works Project Manager: Scott Oerlie Ext: 2114

Project Date Range: 04/10/2024 to 06/30/2026  Create Fixed Asset

Project ID: PRK243550E EXISTING/UPDATE

Grant ID: S2438

Approved By: MB 3/25/24

Entered By: CMT 3/22 (Finance Use Only)

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

Funding Source: NM Economic Development Dept % of Funding: 16.667%

MUNIS ORG: 3559980 MUNIS OBJ: 490195 Awarded Amount: \$99,999.00

Funding Source: FY 24 GRT Capital Allocation (PRK243550E/Construct) % of Funding: 83.333%

MUNIS ORG: 3559980 MUNIS OBJ: 572970 Awarded Amount: \$500,000.00

#### 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: 3559980 MUNIS OBJ: 572970

Phase: \_\_\_\_\_ MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_

Phase: \_\_\_\_\_ MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_

Contract number: \_\_\_\_\_ Comments/Other: ADD NEW FUND STRING TO PRK24330E

#### **GRANTS ONLY:**

FOR FED P/THRU NMDOTR-NMEDD CSLFRF GRANT

Grantor Name: US TREASURY-P/T NMEDD-CSLFRF Awarded Amount: 99,999.00

AR Charge Code: 3559980.490195  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 7000005-NMEDD Federal CFDA (if applicable): 21.027

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

**SUBAWARD BETWEEN  
THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT  
AND  
City of Santa Fe**

THIS AGREEMENT is hereby made and entered into as of the date of execution below, by and between the New Mexico Economic Development Department (“**EDD**”), hereinafter referred to as **GRANTEE**, and **City of Santa Fe**, hereinafter referred to as “**SUB RECIPIENT**.”

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as “**GRANTOR**”) has made federal funds available to the **GRANTEE** under the Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Program (Assistance Listing Number (ALN) 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury’s Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this agreement addresses the flow of funds from the **GRANTOR** above to the **GRANTEE** who will then provide the same referenced subaward funds to the **SUB RECIPIENT**, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the **GRANTEE** and the **SUB RECIPIENT** do mutually agree to the following terms and conditions of this agreement:

**1. Scope of Work**

The **GRANTOR** has provided funds, through its CSLFRF Program, to the **GRANTEE** who is then providing this same funding to the **SUB RECIPIENT**. Information related to the federal award is attached as Exhibit A. The **SUB RECIPIENT** shall perform the necessary tasks required in order to accomplish the objectives of the **GRANTOR**’S Program which have been agreed to by the **GRANTEE**. This includes complying with all applicable federal, state or local laws, regulations and administrative policies as they relate to the **SUB RECIPIENT**’S specific approved project including but are not limited to the references above as well as the following:

- (a) **SUB RECIPIENT** will comply with 31 CFR Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

- (b) SUB RECIPIENT will comply with Title 2, Subtitle A, Chapter II, Part 200- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the CFR.
- (c) SUB RECIPIENT will adhere to both the Federal Procurement Laws contained in 2 CFR Part 200.317 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in ENTER STATUTES.
- (d) SUB RECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.
- (e) SUB RECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUB RECIPIENT will comply with the Assurances for Non-Construction Programs as outlined in Standard Form 424B (Rev. 7-97) where applicable.
- (g) SUB RECIPIENT will comply with the Assurances for Construction Programs as outlined in Standard Form 424D (Rev. 7-97) where applicable.
- (h) SUB RECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 CFR Part 200.326 which is further discussed in Section 6 of this agreement.
- (i) SUB RECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 6 of this agreement.
- (j) SUB RECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 6 of this agreement. SUB RECIPIENT agrees to alert the GRANTEE immediately if a contractor working for the SUB RECIPIENT becomes debarred or suspended.
- (k) SUB RECIPIENT will fully cooperate at all times with the GRANTEE as the project manager who is ultimately accountable to the GRANTOR for all funds related to this project.

Pursuant to information submitted to the GRANTEE for inclusion in the GRANTOR'S CSLFRF Program, the SUB RECIPIENT shall perform the following tasks:

Properly procure and complete the project as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUB RECIPIENT. The ownership of any property furnished hereunder will be the property of the SUB RECIPIENT. The SUB RECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUB RECIPIENT.

In compliance with the above, the SUB RECIPIENT agrees to notify the GRANTEE and GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUB RECIPIENT. In addition, if an annual inventory is requested by the GRANTEE then the SUB RECIPIENT will provide prompt access to all inventory records.

## 2. Term of Agreement

The terms of this agreement shall become effective upon execution of this agreement and shall continue for a period of five (5) years after closeout of the grant program. All funds must be obligated by the GRANTEE by **June 30, 2024**, and all funds must be expended by the SUB RECIPIENT by **24 months from date of agreement ratification by signature**.

## 3. Payment Terms of Grant Funding

The maximum budget for the scope of work identified in Section 1 above:

**\$99,999.00**

Advancement of funds, under this agreement, is contingent upon the SUB RECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the GRANTEE as determined by the GRANTEE. The SUB RECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the GRANTEE. The SUB RECIPIENT will provide copies of all related financial documentation to the GRANTEE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program.

Any questioned costs which may occur at any point in this process (including the five-year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUB RECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

## 4. Monitoring and Review

The SUB RECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the SUB RECIPIENT has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUB RECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

Monitoring and review activities will be detailed in a Monitoring Plan based on the GRANTEE'S risk assessment of the SUB RECIPIENT and will be provided to the SUB RECIPIENT. The Monitoring Plan may include, but not be limited to, the SUB RECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUB RECIPIENT'S actual expenditures compared to the approved budget, review of SUB RECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the GRANTEE.

## **5. Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

## **6. Records, Audits, and Other Grant Compliance Issues**

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUB RECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the GRANTEE, SUB RECIPIENT, or any other party pertaining to any matter resulting from the agreement.

The SUB RECIPIENT may receive from the GRANTEE work product information that the GRANTEE utilizes. The SUB RECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUB RECIPIENT further acknowledges that the GRANTEE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

With respect to the SUB RECIPIENT'S use of any work product transmitted by or originally created by the GRANTEE, the SUB RECIPIENT acknowledges it is the SUB RECIPIENT'S decision to act accordingly. The SUB RECIPIENT has the option to either adopt such product as the SUB RECIPIENT'S own or the SUB RECIPIENT may utilize the following other options available to the SUB RECIPIENT:

- (1) modify the GRANTEE'S work product appropriate to the SUB RECIPIENT'S own needs;



(2) create and adopt the SUB RECIPIENT'S own work product separate from the GRANTEE'S work products; or,

(3) adopt a work product created by other State or Federal agencies when applicable to the SUB RECIPIENT'S needs.

If the SUB RECIPIENT utilizes any of the GRANTEE'S work products in any way then the SUB RECIPIENT acknowledges that the GRANTEE makes no representations or warranties with regard to the same.

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

The GRANTEE and SUB RECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUB RECIPIENT also agrees to provide the GRANTEE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUB RECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUB RECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or

- with contractors performing under federally assisted construction contracts (See Exhibit C);
- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
  - (5) For all contracts that meet the definition of “funding agreement” under 37 CFR Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 CFR Part 401 (See Exhibit C);
  - (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (See Exhibit C);
  - (7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 CFR Part 180)** which prohibit the contracting with any party listed on the “System for Award Management” (SAM), formerly identified as the “Excluded Parties List System” (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
  - (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
  - (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit D);
  - (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 CFR Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 CFR

Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,

- (12) **Procurement of Recovered Materials** as required by 2 CFR Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) **Section 504 of the Rehabilitation Act of 1973**, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);
- (5) For all construction or repair contracts, **Copeland “Anti-Kickback” Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **National Environmental Policy Act and National Historic Preservation Act** which prohibit any activities that will have an adverse impact on the environment and regulate activity on property or structures that are deemed historic;
- (7) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (8) **Reporting Provision** requires that all contracts should include a requirement that the SUB RECIPIENT assist the GRANTEE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (9) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the GRANTEE formally closes out each federal program (GRANTEE and SUB RECIPIENT grant managers should verify the three-

year record retention period with each respective grant agency to ensure that a longer period is not required);

- (10) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (11) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (12) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;
- (13) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;
- (14) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (15) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;
- (16) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (17) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 6(a)(8) above, the SUB RECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the “System for Award Management” (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUB RECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUB RECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUB RECIPIENT and GRANTEE must be notified. GRANTEE may, at its sole discretion, immediately implement the termination provisions discussed in Section 8 below if the SUB RECIPIENT decides to continue with the project using a “debarred” or “active exclusion” contractor or subcontractor.

## **7. Liability, Indemnity, and Insurance**

The SUB RECIPIENT is responsible for the maintenance, upkeep and insurance requirements related to the scope of work. All related costs associated with this requirement are the sole responsibility of the SUB RECIPIENT.

This agreement is intended for the benefit of the GRANTEE and the SUB RECIPIENT and does not confer any rights upon any other third parties. All rights by and between the GRANTEE and the SUB RECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

## **8. Termination of Agreement and Dispute Resolution**

While both parties agree to negotiate all contractual disputes in good faith, the GRANTEE reserves the right to terminate this agreement at any time upon written notice of termination or if the SUB RECIPIENT has failed to comply with the terms of this agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUB RECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

## **9. Severability, Entire Agreement and Captions**

This agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. If any provision of this agreement is held invalid, void or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of

this agreement. This agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the GRANTEE and the SUB RECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this agreement and other documents, the terms of this agreement shall control.

Each paragraph of this agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

**IN WITNESS WHEREOF**, the Grantee and the Grantor do hereby execute this Agreement as of the date of signature by the Grantor below.

**THIS GRANT AGREEMENT** has been approved by:

**Alan Webber**

Apr 12, 2024

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Mayor Alan Webber, City of Santa Fe

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Date

**NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT**


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**Karina Armijo**, Outdoor Recreation Division Director

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Date


CITY OF SANTA FE:

  
Alan Webber (Apr 12, 2024 12:50 MDT)

ALAN WEBBER, MAYOR

DATE: Apr 12, 2024

ATTEST:

  
GERALYN CARDENAS (Apr 12, 2024 12:57 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 04/10/2024

XIV

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR AJH

ORG NAME/OBJ #



FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.331 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Santa Fe**

Subrecipient Unique Identification (ID) Number: QLN2YKMMJ8X6

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement and October 31, 2026

Amount of Federal Funds Obligated to Subrecipient: **\$99,999.00**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

**Name: Carl Colonius**

**Entity: New Mexico Economic Development Department, Outdoor Recreation Division**

**Phone: 505-570-7846**

**Email: [Carl.Colonius@edd.nm.gov](mailto:Carl.Colonius@edd.nm.gov)**

**Address: NMEDD, P.O. BOX 20003, Santa Fe NM 87504-5003**

Assistance Listing Number (ALN): 21.027

SCOPE OF WORK AND BUDGET

The City of Santa Fe is installing new, adaptive play equipment in Pueblos del Sol Park and will use Trails+ grant funds to supplement that upgrade with natural shade and landscaping, arroyo stabilization, water conservation, and education signage, establishing Pueblos del Sol Park as an environmentally sensitive destination park for the region.

Outdoor Recreation Trails+ Grant Request Budget				
Category	Item/ Description/ Source	Trails+ Grant	Cash Match	Total cost
Materials/Supplies/Equipment	Shade Structures (3-4)	\$ 39,999.00		\$ 39,999.00
Contractual	Irrigation, Trees, Plantings	\$ 40,000.00		\$ 40,000.00
Materials/Supplies/Equipment	Grading & Rain Garden Install	\$ 20,000.00		\$ 20,000.00
<b><u>Other - Non-grant funded Items</u></b>				
	Playground equipment		\$ 99,000.00	\$ 99,000.00

**Significant Changes to Scope of Work**

The SUB RECIPIENT is required to notify and seek written approval of the GRANTEE in advance of any proposed changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the GRANTEE to re-evaluate the eligibility of the work under this Subaward.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS  
UNDER FEDERAL AWARDS

**Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**Clean Air Act and the Federal Water Pollution Control Act.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension** (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

DAVIS-BACON ACT REQUIREMENTS  
(IF APPLICABLE)

**Overview**

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the “Recovery Act”), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities – Are those occurring at the “site of the work” that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).
- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a “force account” basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

### **Davis-Bacon Act Requirements**

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act

and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called “Mini-Davis-Bacon Acts”) are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: ([www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf](http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf) 1321).

### **Davis-Bacon Wage Rate Determinations**

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL’s Wage Determinations OnLine (WDOL) website accessible at: [www.wdol.gov](http://www.wdol.gov). The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to [www.wdol.gov/library.aspx](http://www.wdol.gov/library.aspx) to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an “Other Action Request.” The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type “POR: PAM Other Request.” After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the “Add File” button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

### **Recordkeeping and Monitoring Obligations**

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: [www.dol.gov/whd/forms/wh347.pdf](http://www.dol.gov/whd/forms/wh347.pdf)), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient’s, contractor’s or subcontractor’s payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

### **Enforcement and Penalties**

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three



years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

## ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency;
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use;
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204618 Procurement # (RFP/ITB# If any): \_\_\_\_\_

Contractor: NM Economic Development Department

Procurement Method/Vehicle: Small Purchase  RFP  ITB  Sole Source  GSA  Cooperative  Exempt  SWPA/Existing

Description/Title: Pueblos del Sol Park Improvements NMEDD Grant

Contract:  Agreement:  Lease/Rent:  Amendment:

Term Start Date: 04/10/2024 Term End Date: 04/10/2026 Total Contract Amount: \$99,999.00

Approved by Council (If over the City Manager's approval threshold, you must go through GB) \_\_\_\_\_

Contract / Lease:

1.b Amendment #: \_\_\_\_\_ to the Original Contract/Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$: \_\_\_\_\_

Extend Expiration Date to: \_\_\_\_\_

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: \_\_\_\_\_

Amendment is for: \_\_\_\_\_

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

Approval of Sub-award Grant from NM Economic Development Dept., Outdoor Recreation Division

### 3. Procurement History: \_\_\_\_\_

N/A N/A  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_  
Comment & Exceptions: \_\_\_\_\_

### 4. Funding Source: NM Economic Development Dept Org / Object: 3559980/572970

Andy Hopkins \_\_\_\_\_ Date: \_\_\_\_\_  
Budget Officer Approval: \_\_\_\_\_  
Comment & Exceptions: \_\_\_\_\_

### 5. Grant History (if applicable): \_\_\_\_\_

Grants Administrator Approval: Matthew Overlie Date 3/26/24

Staff Contact who Completed This Form: Scott Overlie Phone #: 505-231-6194

To be recorded by City Clerk: \_\_\_\_\_ Email: saoverlie@santafenm.gov

Clerk #: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

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

**Signature:** *Scott A. Overlie*

**Email:** [saoverlie@ci.santa-fe.nm.us](mailto:saoverlie@ci.santa-fe.nm.us)