

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, MARCH 9, 2015**

ITEM 6

REQUEST FOR APPROVAL OF AMENDMENT NO. 1 PROFESSIONAL SERVICES AGREEMENT (PSA) WITH LA FAMILIA MEDICAL CENTER (LFMC) SO THAT LFMC CAN ACT AS PROJECT MANAGER FOR FUND 892 CAPITAL APPROPRIATION PROJECT, NUMBER 14-L-2003 FOR \$45,000 **(DAVID CHAPMAN)**

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

FUNDING SOURCE: 32501.572970

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	Not Present at this time		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

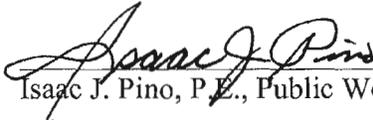
City of Santa Fe, New Mexico

memo

DATE: March 9, 2015

TO: Public Works, CIP & Land Use Committee

VIA:


Isaac J. Pino, P.E., Public Works Department Director

FROM: David A. Chapman, Technical and Grant Writer 

ISSUE:

- A. Request approval of Amendment #1 to Professional Services Agreement (PSA) with La Familia Medical Center (LFMC) dated 11/26/2013 so that LFMC can act as Project Manager for the following appropriation:
1. Fund 892 Capital Appropriation Project, Number 14-L-2003 for \$45,000.
 2. This Agreement shall be effective when signed by the City and the Operating Agency (O/A), whichever occurs last and will terminate on **June 30, 2017**, unless sooner pursuant to Article 6 of the original PSA. The City shall reimburse the O/A for construction expenses incurred a sum not to exceed three hundred forty-six thousand four hundred forty-eight dollars and no cents (\$346,448), exclusive of applicable gross receipts taxes for its contractor's construction (including plan and design). The City of Santa Fe will remain the fiscal agent.

SUMMARY:

1. In 2005 the State Legislature appropriated one hundred seventy five thousand dollars (\$175,000) to plan design, construct, equip, and furnish an expansion to the La Familia Medical Center on Alto Street.
2. In 2006 the State Legislature appropriated six hundred thousand dollars (\$600,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center on Alto Street.
3. In 2009 the State Legislature Special Session appropriated a Severance Tax Bond (STB) for three hundred ninety six thousand dollars (\$396,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center, identified as Project # 09-3902.
4. In 2013 the State Legislature appropriated fifty thousand (\$50,000) to plan, construct and renovate security lighting, parking lots and sidewalks at the Alto Street La Familia Medical Center in Santa Fe in Santa Fe County, identified as Project # 13-1775.
5. In 2013, the State Legislature appropriated two hundred fifty one thousand four hundred forty eight dollars (\$251,448) to plan, design, construct, equip and furnish an expansion to, and make improvements to the interior infrastructure of La Familia Medical Center on Alto Street in Santa Fe in Santa Fe County and may include

making improvements to the exterior of that building and site. The time of expenditure is extended through fiscal year 2015, identified as Project #13-L-1136. This Project # 13-L-1136 was reauthorized from 2009 Project # 09-3092.

6. In 2014, the State Legislature appropriated forty-five thousand dollars (\$45,000) to plan, design, construct and repair the heating, ventilation and air conditioning system at the medical center's Alto Clinic in Santa Fe in Santa Fe County.

ACTION:

Please recommend to the Finance Committee approval of Amendment #1 to Professional Service Agreement between the City of Santa Fe and La Familia Medical Center dated 11/26/2013.

c: Brian K. Snyder, City Manager
Oscar S. Rodriguez, Finance Director

Enc: Amendment #1 of Professional Service Agreement
Original Professional Service Agreement
Capital Appropriation Project # 14-L-2003
Capital Appropriation Project # 13-1775
Capital Appropriation Project # 13-1136 (reauthorized 09-3902)
La Familia Medical Center Lease and Amendments 1,2,3 and 4
Summary of Contracts
Insurance Certificate

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and La Familia Medical Center (the "O/A"). The date of this Amendment shall be the date when it is executed by the City and the O/A whichever occurs last.

RECITALS

A. WHEREAS, under the terms of the Agreement, O/A has agreed to provide medical services to low income citizens in Santa Fe and throughout the State; and

B. WHEREAS, the O/A, a non-profit organization, provides medical services to low income citizens in Santa Fe and throughout the State; and;

C. WHEREAS, the 2005 State Legislature appropriated three hundred fifty thousand dollars (\$350,000) to plan design, construct, equip, and furnish an expansion to the La Familia Medical Center on Alto Street; and

D. WHEREAS, the 2006 State Legislature appropriated six hundred thousand dollars (\$600,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center on Alto Street; and

E. WHEREAS, the 2009 State Legislature Special Session appropriated a Severance Tax Bond (STB) for three hundred ninety six thousand dollars (\$396,000) to plan, design construct, equip and furnish an expansion to and make improvements to

the interior infrastructure to the La Familia Medical Center, identified as Project # 09-3902; and

F. WHEREAS, the 2013 State Legislature appropriated fifty thousand (\$50,000) to plan, construct and renovate security lighting, parking lots and sidewalks at the Alto Street La Familia Medical Center in Santa Fe in Santa Fe County, identified as Project # 13-1775. See Exhibit A, State of New Mexico, Department of Finance and Administration, Severance Tax Bond Capital Appropriation Project Grant Agreement; and

G. WHEREAS the 2013 State Legislature extended the expiration date for previous Project # 09-3902 till June 30, 2015. See Exhibit B, State of New Mexico, Department of Finance and Administration, Severance Tax Bond Capital Appropriation Project Grant Agreement; and

H. WHEREAS, the 2014 State Legislature appropriated \$45,000 to plan, design, construct and repair the heating, ventilation and air conditioning system at the medical center's Aito clinic in Santa Fe County, Santa Fe; identified as Project 14-L-2003; and

I. WHEREAS, this Agreement is entered into in compliance with the Anti-Donation Clause, Article IX, Section 14 of the New Mexico Constitution; and

J. WHEREAS, La Famillia Medical Center is a City owned medical facility leased by the O/A pursuant to a Lease Agreement, dated October 15, 1995 and Amendments nos. 1, 2, 3 and 4, entered into between the City and the O/A. Under the Lease, O/A for a period of 24 years, 8 months will occupy and operate the La Familia Medical Center on Alto Street in Santa Fe in Santa Fe County. See Lease Agreement,

attached hereto as Exhibit C and incorporated herein by reference; and

K. WHEREAS, \$45,000 to plan, design, construct and repair the heating, ventilation and air conditioning system at the medical center's Alto clinic in Santa Fe, Santa Fe County; funds may be released pursuant to draw requests for planning and designing, but draw requests for construction and repair costs shall not be funded until LGD counsel has approved lease or operating agreement between the City and nonprofit to ensure fair market rent/adequate consideration and other provisions consistent with New Mexico law. If services are provided in lieu of rent, the approved agreement should contain an exhibit indicating the services to be provided and the credit generated per unit of service, identified as Project 14-L-2003; and

L. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the O/A agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to add paragraph "C" and "D", so that Article 1, paragraphs C and D reads as follows:

C. Procure, in accordance with the City's Purchasing Manual and ordinances, and enter into agreements and pay contractors to plan, design, construct and repair the heating, ventilation and air conditioning system at the medical center's Alto clinic in Santa Fe, Santa Fe County; funds may be released pursuant to draw requests for planning and designing, but draw requests for construction and repair costs shall not be funded until LGD counsel has approved lease or operating agreement between the City

and nonprofit to ensure fair market rent/adequate consideration and other provisions consistent with New Mexico law. If services are provided in lieu of rent, the approved agreement should contain an exhibit indicating the services to be provided and the credit generated per unit of service, identified as Project 14-L-2003.

D. Any rental value added by the improvements is offset by the time and effort O/A will spend in managing the use of the funds for the plan, design, construct and repair the heating, ventilation and air conditioning system to the City-owned facility.

2. COMPENSATION:

Article 3 of the Agreement is amended to increase the compensation by forty-five thousand dollars (\$45,000) so that Article 3 reads as follows:

A. The City shall reimburse the O/A for expenses incurred, a sum not to exceed three hundred forty-six thousand four hundred forty-eight dollars and no cents (\$346,448), exclusive of applicable gross receipts taxes for its contractor's construction (including plan, design, construct and repair), services and for purchase of items of equipment, infrastructure and items of tangible personal property.

3. TERM

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2017, unless terminated sooner pursuant to Paragraph 6, below.

4. AGREEMENT 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 City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

O/A:
LA FAMILIA MEDICAL CENTER

JAVIER M. GONZALES, MAYOR

NAME & TITLE

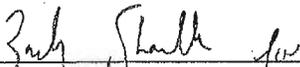
Date: _____

Date: _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

32501.372970
Business Unit/Line Item

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and La Familia Medical Center (the "Operating Agency" or "O/A" or "La Familia" Medical Center). The date of this Agreement shall be the date when it is executed by the City.

RECITALS

1. WHEREAS, the O/A, a non-profit organization, provides medical services to low income citizens in Santa Fe and throughout the State; and

2. WHEREAS, the 2005 State Legislature appropriated one hundred seventy five thousand dollars (\$175,000) to plan design, construct, equip, and furnish an expansion to the La Familia Medical Center on Alto Street; and

3. WHEREAS, the 2006 State Legislature appropriated six hundred thousand dollars (\$600,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center on Alto Street.

4. WHEREAS, the 2009 State Legislature Special Session appropriated a Severance Tax Bond (STB) for three hundred ninety six thousand dollars (\$396,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center, identified as Project # 09-3902; and

5. WHEREAS, the 2013 State Legislature appropriated fifty thousand (\$50,000) to plan, construct and renovate security lighting, parking lots and sidewalks at the Alto Street La Familia Medical Center in Santa Fe in Santa Fe County, identified as Project # 13-L-1775. See Exhibit "A", State of New Mexico, Department of Finance and Administration, Severance Tax Bond Capital Appropriation Project Grant Agreement.

6. WHEREAS the 2013 State Legislature appropriated two hundred fifty one thousand four hundred forty eight dollars (\$251,448) to plan, design, construct, equip and furnish an expansion to, and make improvements to the interior infrastructure of La Familia Medical Center on Alto Street in Santa Fe in Santa Fe County may include making improvements to the exterior of that building and site. The time of expenditure is extended through fiscal year 2015, identified as Project # 13-L-1136. See Exhibit "B", State of New Mexico, Department of Finance and Administration, Fund 892 Capital Appropriation Project.

7. WHEREAS, this Agreement is entered into in compliance with the Anti-Donation Clause, Article IX, Section 14 of the New Mexico Constitution.

8. WHEREAS, La Familia Medical Center is a City owned medical facility leased by the O/A pursuant to a Lease Agreement, dated October 15, 1995 and Amendments nos. 1, 2, 3 and 4, entered into between the City and the O/A. Under the Lease, O/A will occupy and operate the La Familia Medical Center on Alto Street in Santa Fe in Santa Fe County until June 30, 2020 unless extended for an additional twenty five (25) years in accordance with the Lease. See Lease Agreement, as amended, attached hereto as Exhibit "C" and incorporated herein by reference.

IN CONSIDERATION of the above recitals the parties hereby agree to the terms and conditions set forth.

1. SCOPE OF SERVICES

The O/A shall provide the following services for the City:

a. Act as the Project Manager, on behalf of the City, to implement the Project set forth in Exhibits A & B, free of charge for these services and comply with Attachment #1, the City's Procedures for utilization of State Capital with grant funds.

b. Procure, in accordance with the City's Purchasing Manual and ordinances, and enter into agreements and pay contractors to plan, construct and renovate security lighting, parking lots and sidewalks at the Alto Street La Familia Medical Center as stipulated in Project 13-L-1775; and to plan, design, construct, equip and furnish an expansion to, and make improvements to the interior and exterior infrastructure of La Familia Medical Center as stipulated in Project 13-L-1136.

2. STANDARD OF PERFORMANCE; LICENSES

A. The O/A represents that it and its contractors possess the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The O/A agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and contractors.

3. COMPENSATION

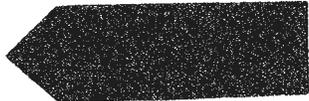
A. The City shall reimburse the O/A for expenses incurred, a sum not to exceed three hundred one thousand four hundred forty eight dollars (\$301,448) exclusive of applicable gross receipts taxes for its contractor's construction (including plan and design), services and for purchases of items of equipment, infrastructure and items of tangible personal property

B. The O/A shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment, on a reimbursement only basis, shall be made upon receipt and approval by the City of detailed statements containing a report of the O/A's contractor's construction (including plan and design) services completed and accepted and purchases of equipment, infrastructure and items of tangible personal property purchased by the O/A or its contractors and accepted, in the amounts listed in Exhibits A & B. Reimbursement requests may be adjusted up or down, with prior written approval by the City. Payments shall be only for construction (including plan and design) services actually performed by the O/A's contractors and accepted by the O/A and for purchases of equipment, infrastructure and items of tangible personal property purchased by the O/A or its contractors and accepted.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the O/A. The City's decision as to whether sufficient appropriations are available shall be accepted by the O/A and shall be final.



5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the O/A, whichever occurs last and will terminate on June 30, 2015, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the O/A.

(1) The O/A shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

7. STATUS OF O/A; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND CONTRACTORS

A. The O/A and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The O/A, 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.

B. O/A shall be solely responsible for payment of wages, salaries and benefits to any and all employees or contractors retained by O/A in the performance of the services under this Agreement.

C. The O/A shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The O/A 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 of services

required under this Agreement. O/A further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The O/A shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The O/A shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The O/A, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The O/A agrees not to purport to bind the City to any obligation not assumed herein by the City unless the O/A has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The O/A, 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, 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 is notified no less than 30 days in advance of cancellation for any reason. The O/A shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. O/A shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for O/A's employees throughout the term of this Agreement. O/A shall provide the City with evidence of its compliance with such requirement.

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

13. INDEMNIFICATION

The O/A shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from O/A's performance under this Agreement as well as the performance of O/A's employees, agents, representatives and contractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe 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.

15. 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 O/A. 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.

16. RECORDS AND AUDIT

The O/A and its contractors shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

O/A and its contractors shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the O/A 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.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such

agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services.

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

20. NON-DISCRIMINATION

During the term of this Agreement, O/A and its contractors shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by O/A 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.

21. 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.

22. REPORTING

No later than the 20th day of each month, the O/A shall submit a monthly report, in the form, attached hereto as Exhibit "D".

23. 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:

City of Santa Fe:
Public Works Department
Attn: David A. Chapman
P.O. Box 909
Santa Fe, N.M. 87504-0909

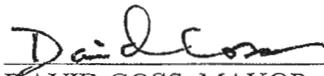
O/A:
La Familia Medical Center
A New Mexico non-profit
Corporation
1035 Alto Street
P.O. Box 5395
Santa Fe, NM 87502-5395

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

below.

CITY OF SANTA FE:

O/A:
LA FAMILIA MEDICAL CENTER



DAVID COSS, MAYOR



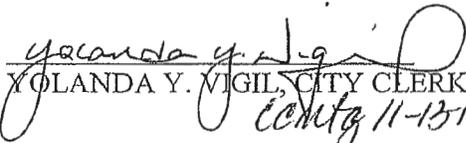
JOHN CASSIDY, C.E.O.

DATE: 11-26-13

DATE: 12/3/13

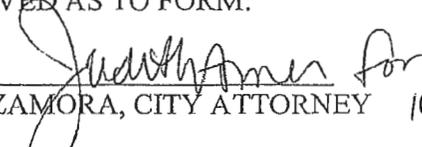
CRS # 01781278000
City of Santa Fe Business
Registration # 13-00055210

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
certfy 11-13-13

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY 10/10/13

APPROVED:



MARCOS A. TAPIA, FINANCE DIRECTOR 11/29/13

32501.572960 & 32501.572970
BUSINESS UNIT/LINE ITE
081413 dac

14-2003

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, 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 2014, Chapter 66, 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:

14-L-2003

\$ 45,000.00 APPROPRIATION REVERSION DATE: June 30, 2018

Laws of 2014, Chapter 66, Section 22/200, Forty Five Thousand Dollars and No Cents (\$ 45,000.00) to plan, design, construct and repair the heating, ventilation and air conditioning system at the medical center's Alto clinic in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed the appropriation amount Forty Five Thousand Dollars and No Cents (\$ 45,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Forty Five Thousand Dollars and No Cents (\$45,000.00) (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 Reimburse² 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

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.

- (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 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 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 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 3.
 - 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:

Grantee: City of Santa Fe
Name: David Chapman
Title: Grant Administrator
Address: 2931 Rufina Street, Santa Fe, NM 87507
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012
FAX: 202-955-2020

Department: DFA/Local Government Division
Name: Ms. Maria Urban
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: maria.urban@state.nm.us
Telephone: 505-827-8061
FAX: 505-827-4948

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, 2018 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. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly 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 a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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

on a paperless basis. The Paperless Report shall be due monthly 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 a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

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 2. 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 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. Deadlines

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

- (i) Twenty (20) days 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.

C. 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 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 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 DFA 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 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 DFA/LGD.”

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 a Department of Finance and Administration, Local Government Division (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, 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 this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT I**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant 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 Grant 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.

Grantee Representative/Title

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2**

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. Grant Amount: _____
 B. AIPP Amount (If Applicable) _____
 C. Funds Requested to Date: _____
 D. Amount Requested this Payment: _____
 E. Grant Balance: \$0.00
 F. GF GOB STB (attach wire if 1st draw)
 G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one)

- (Jan-Jun) Fiscal
 (Jul-Dec) Year

IV. 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: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

Grantee Representative

 Printed Name
 Date: _____

SWORN TO AND SUBSCRIBED
 before me on this _____ day
 of _____, 20____

Notary Public _____
 My Commission expires _____

(Department Use Only)

Vendor Code: _____
 Loc No.: _____

Fund No.: _____

Division Fiscal Officer	Date
I certify that the Grantee financial and vendor file information agree with the above submitted information	

Division Project Manager	Date
I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
(EXHIBIT 3)**

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number 14-L-2003 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:

Third Party Obligation (includes purchase orders and contract) #: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Termination Date: _____

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 adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

City of Santa Fe, New Mexico

memo

DATE: February 9, 2015

TO: Public Works, CIP & Land Use Committee

VIA: 
Isaac J. Piro, P.E., Public Works Department Director

FROM: David A. Chapman, Technical and Grant Writer

ISSUE:

1. Request approval of (1) 2014 State of New Mexico Capital Appropriation Project Agreement for a total of \$45,000.00
2. Request approval to increase project budgets as indicated.

SUMMARY:

1. **Attached for review and approval is (1) Capital Improvement Project Agreement that was funded by the 2014 New Mexico State Legislature.**

La Familia Medical Center

14-L-2003 \$45,000.00 – to plan, design, construct and repair the heating, ventilation and air conditioning system at the medical center’s Alto Clinic in Santa Fe in Santa Fe County.

Increase Business Unit # 32501.572970 by \$ 45,000.00

ACTION:

Please recommend to the Finance Committee approval of this State of New Mexico Capital Appropriation Project Agreement and increase the business units as indicated.

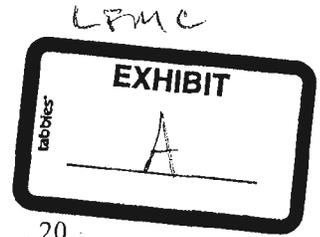
- Enc: (2) Capital Appropriation Project Agreements
(1) Budget Adjustment Request (BAR)
(1) Summary of Contracts

- c: Brian K. Snyder, City Manager
Oscar S. Rodriguez, Finance Department Director
Tony Martinez, Finance Analyst

Mailed to DFA 10/23/13

ITEM # 13-1014

Project # 13-1775



STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, 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 2013, Chapter 226, 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:

13-L-1775

\$50,000.00 APPROPRIATION REVERSION DATE: June 30, 2017

Laws of 2013, Chapter 226, Section 31, Para. 188, Fifty Thousand Dollars and No Cents (\$50,000.00), to plan, construct and renovate security lighting, parking lots and sidewalks at the Alto street La Familia medical center in Santa Fe in County of Santa Fe.

The Grantee's total reimbursements shall not exceed the appropriation amount Fifty Thousand Dollars and No Cents (\$50,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Fifty Thousand Dollars and No Cents (\$50,000.00) (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 Reimburse² 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

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.

- (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 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 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 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 3.
 - 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:

Grantee: City of Santa Fe
Name: David Chapman
Title: Engineering Division
Address: 2931 Rufina Street, Santa Fe, NM 87507
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012
FAX: 505-955-2020

Department: DFA/Local Government Division
Name: Ms. Maria Urban
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: maria.urban@state.nm.us
Telephone: 505-827-8061
FAX: 505-827-4948

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, 2017 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. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly 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 a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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

on a paperless basis. The Paperless Report shall be due monthly 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 a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

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 2. 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 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. Deadlines

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

- (i) Twenty (20) days 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.

C. 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 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 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 DFA 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 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 DFA/LGD."

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 a Department of Finance and Administration, Local Government Division (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.

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 this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

City of Santa Fe

David Coss
Signature of Official with Authority to Bind Grantee

By: David Coss
(Type or Print Name)

Its: Mayor
(Type or Print Title)

10-15-13
Date

STATE OF NEW MEXICO)

COUNTY OF Santa Fe)ss

The foregoing instrument was acknowledged before me this 15th day of October, 2013

by David Coss



OFFICIAL SEAL

Rosalie Cardenas

Notary Public

STATE OF NEW MEXICO Commission Expires: September 8, 2016

My Commission Expires: 9-8-2016

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: Ryan Gleason
Its: Director

Date

STATE OF NEW MEXICO)

COUNTY OF _____)ss

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____

seal _____
Notary Public
My Commission Expires: _____

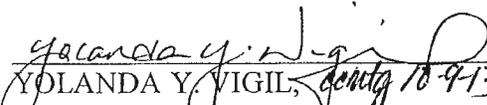
CITY OF SANTA FE



DAVID COSS, MAYOR

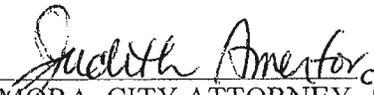
DATE: 10-15-13

ATTEST:



YOLANDA Y. VIGIL, *geny 10-9-13*
CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY *9/12/13*

APPROVED:



MARCOS A. TAPIA, *10/15/13*
FINANCE DIRECTOR

32401.572970
BUSINESS UNIT/LINE ITEM
dac LFMC 13-1775

STATE OF NEW MEXICO
 CAPITAL GRANT PROJECT
 CAPTIONED PERIODIC/FINAL REPORT
 (UNIQUE)

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
 (provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant 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 Grant 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.

 Grantee Representative/Title

 Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information <small>(Make sure information is complete & accurate)</small>		II. Payment Computation	
A. Grantee: _____		A. Grant Amount: _____	
B. Address: _____ <small>Complete Mailing, including Suite, if applicable</small>		B. AIPP Amount (If Applicable) _____	
C. Phone No: _____		C. Funds Requested to Date: _____	
D. Grant No: _____		D. Amount Requested this Payment: _____	
E. Project Title: _____		E. Grant Balance: \$0.00	
F. Grant Expiration Date: _____		F. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if 1st draw)	
G. Payment Request No. _____			
III. Fiscal Year Expenditure Period Ending: <small>(check one)</small>		(Jan-Jun) <input type="checkbox"/> Fiscal (Jul-Dec) <input type="checkbox"/> Year	
IV. 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		Grantee Representative	
Printed Name _____		Printed Name _____	
Date: _____		Date: _____	
SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____		SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____	
Notary Public _____		Notary Public _____	
My Commission expires _____		My Commission expires _____	
(Department Use Only)			
Vendor Code: _____		Fund No.: _____	
Loc No.: _____			
Division Fiscal Officer _____ Date _____		Division Project Manager _____ Date _____	
I certify that the Grantee financial and vendor file information agree with the above submitted information.		I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
ARTICLE 3

DATE: _____
TO: Grantee Representative: _____
FROM: Department Representative: _____
SUBJECT: Notice of Obligation to Reimburse Grantee
Project Number: _____

As the designated representative of the Department for Grant Agreement number 13-L-1775 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:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

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 adjusted for AIPP if applicable: _____
The Amount of this Notice of Obligation to Reimburse: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____
Title: _____
Signature: _____
Date: _____

RECEIVED
DFA-LOCAL GOV. DIV.

13 DEC 30 PM 3:08

BATAAN BLDG. RM. 202
SANTA FE, NM 87503



ITEM # 13-1134

Rec'd 1/8/14 / D.A.O.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 2nd day of January, 2014 by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, 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 2013, Chapter 202, 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:

13-L-1136

\$251,448.00 APPROPRIATION REVERSION DATE: June 30, 2015

Laws of 2013, Chapter 202, Section 38, Two Hundred Fifty One Thousand Four Hundred Forty Eight Dollars and No Cents (\$251,448.00), The local government division project in Subsection 181 of Section 3 of Chapter 7 of Laws 2009 (S.S.) to plan, design, construct, equip and furnish an expansion to, and make improvements to the interior infrastructure of, La Familia medical center on Alto street in Santa Fe in Santa Fe county may include making improvements to the exterior of that building and site. The time of expenditure is extended through fiscal year 2015.

The Grantee's total reimbursements shall not exceed the appropriation amount Two Hundred Fifty One Thousand Four Hundred Forty Eight Dollars and No Cents (\$251,448.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, No Dollars and No Cents (\$0.00), which equals Two Hundred Fifty One Thousand Four Hundred Forty Eight Dollars and No Cents (\$251,448.00) (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 Reimburse² 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

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.

(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 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 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 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 3.

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:

Grantee: City of Santa Fe
Name: David Chapman
Title: Engineering Division
Address: 2931 Rufina Street, Santa Fe, NM 87507
Email: dachapman@ci.santa-fe.nm.us
Telephone: 505-955-2012
FAX: 505-955-2020

Department: DFA/Local Government Division
Name: Ms. Maria Urban
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email: maria.urban@state.nm.us
Telephone: 505-827-8061
FAX: 505-827-4948

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, 2015 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. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly 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 a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due monthly 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 a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever first occurs.

D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

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 2. 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 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. Deadlines

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

- (i) Twenty (20) days 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.

C. 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 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 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 DFA 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 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 DFA/LGD."

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 a Department of Finance and Administration, Local Government Division (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.

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.

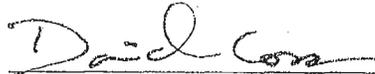
ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

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 this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

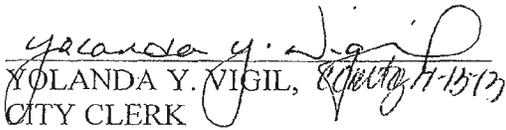
CITY OF SANTA FE



DAVID COSS, MAYOR

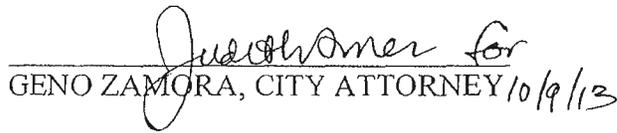
DATE: 11-26-13

ATTEST:



YOLANDA Y. VIGIL, *8/26/13 11-15-13*
CITY CLERK

APPROVED AS TO FORM:



GENO ZAMORA, CITY ATTORNEY *10/19/13*

APPROVED:



MARCOS A. TAPIA, *11/26/13*
FINANCE DIRECTOR

32401.572960 & 32401.572970
BUSINESS UNIT/LINE ITEM
dac LFMC 13-L-1136

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

City of Santa Fe

David Coss
Signature of Official with Authority to Bind Grantee

By: David Coss
(Type or Print Name)

Its: Mayor
(Type or Print Title)

11-26-13
Date

STATE OF NEW MEXICO)
COUNTY OF Santa Fe)ss

The foregoing instrument was acknowledged before me this 26th day of November, 2013

by David Coss
 OFFICIAL SEAL
Rosalie Cardenas
Notary Public
STATE OF NEW MEXICO
My Commission Expires: September 8, 2016

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Wayne Sowell
By: Wayne Sowell

Its: Director

1/2/14
Date

STATE OF NEW MEXICO)
COUNTY OF Santa Fe)ss

The foregoing instrument was acknowledged before me this 2nd day of January, 2014,
by Wayne Sowell

seal Shawntae Barela
Notary Public
My Commission Expires: 8-31-15
 OFFICIAL SEAL
Shawntae Barela
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 8-31-15
Page 15 of 18

STATE OF NEW MEXICO
 CAPITAL GRANT PROJECT
 PAPER PERIODIC/FINAL REPORT
 EXHIBIT 1

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
 (provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant 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 Grant 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.

 Grantee Representative/Title

 Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 3

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number 13-L-1136 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:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

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 adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

ITEM # 10-1144

CITY OF SANTA FE
AMENDMENT No. 4 TO
LEASE AGREEMENT



AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE LEASE AGREEMENT, dated October 15, 1995 (the "Lease"), between the City of Santa Fe (the "Lessor") and La Familia Medical Center (the "Lessee"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

1. WHEREAS, The Lessee, a non profit organization, provides medical services to low income citizens in Santa Fe and throughout the State; and
2. WHEREAS, the 2005 State Legislature appropriated one hundred seventy five thousand dollars (\$175,000) to plan design, construct, equip and furnish an expansion to the La Familia Medical Center on Alto Street.
3. WHEREAS, the 2006 State Legislature appropriated six hundred thousand dollars (\$600,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center on Alto Street.
4. WHEREAS, the Laws of 2009 State Legislature Special Session appropriated a Severance Tax Bond (STB) for three hundred ninety six thousand dollars (\$396,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center on Alto Street.
5. WHEREAS, this Agreement is entered into to settle the violation of the Anti-Donation Clause, Article IX, Section 14 of the New Mexico Constitution.

6. IN CONSIDERATION of the above recitals, the parties hereby agree to the terms and conditions set forth.

AGREEMENTS

NOW THEREFORE, the parties mutually agree as follows:

Pursuant to Article 22 of the Lease, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Lessor and the Lessee agree as follows:

1. Rental: Article 2, "Rental", of the Lease is amended in its entirety so that Article 2 reads in its entirety as follows:

Rental:

A. A market rent appraisal report was prepared by Hippauf & Associates on January 7, 2008. Said appraisal estimates the annual fair market rental value of La Familia Medical Center to be five hundred forty nine thousand nine hundred sixty dollars (\$549,960) See "Summary Report of Market Rent Estimate of La Familia Medical Center" dated January 7, 2008 and attached hereto as Exhibit A and incorporated herein by reference.

B. In exchange of rent, Lessee shall provide medical services to indigent citizens of the City and County of Santa Fe at reduced prices or for free, the value of which shall equal or exceed five hundred forty nine thousand nine hundred sixty dollars (\$549,960). See Exhibit B. *These services total \$1,472,904.00 which exceeds the annual fair market rental value of \$549,960.00))*

C. Lessee shall, by January 15th of each year, submit to the Lessor a statement itemizing the value and type of free or reduced fee services rendered to the citizens of City and County of Santa Fe, each statement to be in the format and contain such information as Lessor in its discretion may require. Lessee shall exclude from the value of any service provided the amount of

any governmental subsidy or payment it received for providing such service as well as the amount of payments it received from members of the public to receive such service. Lessor may, in its absolute discretion, request such additional information and documentation as it deems necessary to evaluate Lessee's statement of values and types of services. Lessor's determination regarding the actual value of services provided by Lessee shall be final and binding and not subject to challenge by Lessee in any form or forum.

E. Should the value of such services not equal or exceed the Lessee's rental obligations for the previous year, Lessee shall make up the rental shortfall by paying the City monetary rent or through the provision of additional in-kind services. The Lessor and Lessee agree to negotiate in good faith over the way(s) in which Lessee shall make up any rental shortfall.

F. Should the value of such services exceed the Lessee's rental obligations for the previous year, the amount of such excess shall be credited against the Lessee's rental obligation in current or future years; provided however, that Lessor shall not, in any circumstances, be obligated to reimburse Lessee for or otherwise be liable for the value of any services provided by Lessee in excess of its annual rental obligations; it being further provided that, without in any way limiting the generality of the foregoing, in the event of termination of this Lease, Lessee shall forfeit any accrued, but unpaid or unapplied rental credit.

2. Except as specifically provided in this Amendment and Amendments No. 1, 2, and 3, the Lease 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. 4 to the City of Santa Fe Lease Agreement as of the date set forth below.

CITY OF SANTA FE:

David Coos
DAVID COSS, MAYOR

Date: 12/10/10

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cmrtg 12/8/10

CONTRACTOR:
LA FAMILIA MEDICAL CENTER

By: John Cassidy
JOHN CASSIDY, CEO

APPROVED AS TO FORM:

Geno Zamora FOR
GENO ZAMORA, CITY ATTORNEY

APPROVED:

Kathryn Raveling 12/13/2010
KATHRYN RAVELING,
FINANCE DIRECTOR

32501-572970
BUSINESS UNIT / LINE ITEM

dac

ITEM # 08-0373

CITY OF SANTA FE
AMENDMENT No. 3 TO
LEASE AGREEMENT

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE LEASE AGREEMENT, dated October 15, 1995 (the "Lease"), between the City of Santa Fe (the "Lessor") and La Familia Medical Center (the "Lessee"). The date of this Amendment shall be the date when it is executed by the City.

RECITALS

1. WHEREAS, The Lessee, a non profit organization, provides medical services to low income citizens in Santa Fe and throughout the State; and
2. WHEREAS, the 2005 State Legislature appropriated one hundred seventy five dollars (\$175,000) to plan design, construct, equip and furnish an expansion to the La Familia Medical Center on Alto Street.
3. WHEREAS, the 2006 State Legislature appropriated six hundred dollars (\$600,000) to plan, design construct, equip and furnish an expansion to and make improvements to the interior infrastructure to the La Familia Medical Center on Alto Street.
4. WHEREAS, this Agreement is entered into to settle the violation of the Anti-Donation Clause, Article IX, Section 14 of the New Mexico Constitution.
5. IN CONSIDERATION of the above recitals, the parties hereby agree to the terms and conditions set forth.

AGREEMENTS

NOW THEREFORE, the parties mutually agree as follows:

Pursuant to Article 22 of the Lease, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Lessor and the Lessee agree as follows:

1. Rental: Article 2, "Rental", of the Lease is amended in its entirety so that Article 2 reads in its entirety as follows:

Rental:

A. A market rent appraisal report was prepared by Hippauf & Associates on January 7, 2008. Said appraisal estimates the annual fair market rental value of La Familia Medical Center to be five hundred forty nine thousand nine hundred sixty dollars (\$549,960) See "*Summary Report of Market Rent Estimate of La Familia Medical Center*" dated January 7, 2008, attached hereto as Exhibit A and incorporated herein by reference.

B. In exchange of rent, Lessee shall provide medical services to indigent citizens of the city and county of Santa Fe, at reduced prices or for free, the value of which shall equal or exceed five hundred forty nine thousand nine hundred sixty dollars (\$549,960). See Exhibit B. *(These services total \$1,472,904.00 which exceeds the annual fair market rental value of \$549,960.00)*

C. Lessee shall, by January 15th of each year, submit to the Lessor a statement itemizing the value and type of free or reduced fee services rendered to the citizens of City and County of Santa Fe, each statement to be in the format and contain such information as Lessor in its discretion may require. Lessee shall exclude from the value of any service provided the amount of any governmental subsidy or payment it received for providing such service as well as the amount of payments it received from members of the public to receive such service. Lessor may, in its absolute discretion, request such additional information and documentation as it deems necessary to evaluate

Lessee's statement of values and types of services. Lessor's determination regarding the actual value of services provided by Lessee shall be final and binding and not subject to challenge by Lessee in any form or forum.

E. Should the value of such services not equal or exceed the Lessee's rental obligations for the previous year, Lessee shall make up the rental shortfall by paying the City monetary rent or through the provision of additional in-kind services. The Lessor and Lessee agree to negotiate in good faith over the way(s) in which Lessee shall make up any rental shortfall.

F. Should the value of such services exceed the Lessee's rental obligations for the previous year, the amount of such excess shall be credited against the Lessee's rental obligation in current or future years; provided however, that Lessor shall not, in any circumstances, be obligated to reimburse Lessee for or otherwise be liable for the value of any services provided by Lessee in excess of its annual rental obligations; it being further provided that, without in any way limiting the generality of the foregoing, in the event of termination of this Lease, Lessee shall forfeit any accrued, but unpaid or unapplied rental credit.

2. Except as specifically provided in this Amendment and Amendments No. 1 and 2, the Lease 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 City of Santa Fe Lease Agreement as of the date set forth below.

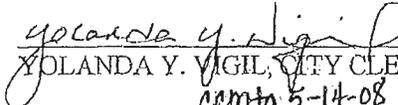
CITY OF SANTA FE:



DAVID COSS, MAYOR

Date: 5/16/08

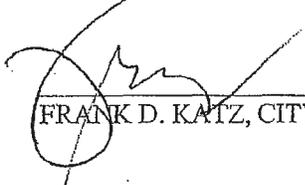
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cemy 5-14-08

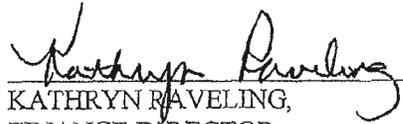
CONTRACTOR:
LA FAMILIA MEDICAL CENTER

By: 
LLOYD TRIETSCH, CEO -
CEO

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

APPROVED:


KATHRYN RAVELING,
FINANCE DIRECTOR

*

ITEM # 08-0337

**CITY OF SANTA FE
AMENDMENT No. 2 TO
LEASE AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE LEASE AGREEMENT, dated October 15, 1995 herein after called "Lease", between the City of Santa Fe, a municipal corporation herein after called "Lessor" and La Familia Medical Center, a non-profit corporation herein after called "Lessee".

1. Pursuant to Article 22 of the Lease, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Lessor and the Lessee agree as follows:

2. REPAIRS AND MAINTENANCE.

Article 7 of the Lease is amended to increase the amount the Lessor shall reimburse the Lessee for repair and maintenance costs by the sum of ten thousand dollars (\$10,000), and to add language to allocate a one time payment of fifty thousand dollars (\$50,000) towards roof improvements and a roofing system warranty, so that Article 7 reads as follows:

The Lessor shall reimburse the Lessee on a monthly basis for repair and maintenance expenses up to fifty thousand dollars (\$50,000) annually for repair and maintenance of the premises, parking lots and grounds. This may include parts, supplies, labor, service contracts, or other repair and maintenance costs. The reimbursement shall be requested in writing on a monthly basis with invoices documenting the costs attached to the reimbursement request. This reimbursement will not include building and improvement costs described in Article 4 of the Lease. All repair and maintenance work and parts shall remain at the premises as the property of the Lessor upon termination of this Lease. The Lessor shall issue a one time payment of fifty thousand dollars

(\$50,000) to the Lessee to refurbish the facility roofing system and secure a 10 year warranty on the roofing system.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment and Amendment 1, the Lease remains and shall remain in full force and effect, in accordance with its terms.

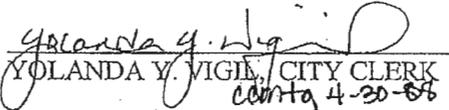
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Lease Agreement as of the date set forth below.

CITY OF SANTA FE:


DAVID COSS, MAYOR

Date: 5-5-08

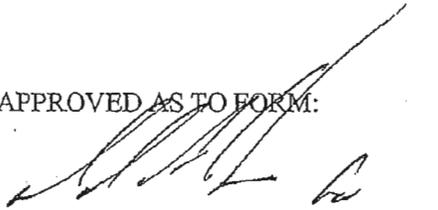
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
certfy 4-20-08

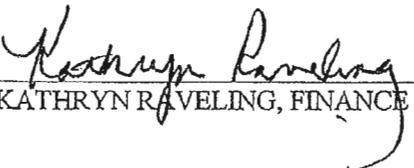
LESSEE:
LA FAMILIA MEDICAL CENTER

By: 
LLOYD TRIETSCH, CFO

APPROVED AS TO FORM:


FRANK D. KATZ, CITY ATTORNEY

APPROVED:


KATHRYN RAVELING, FINANCE DIRECTOR

ITEM # 98-08-1444 X

CITY OF SANTA FE
AMENDMENT #1 TO
LEASE AGREEMENT

This Amendment #1 (the "Amendment") to the City of Santa Fe Lease Agreement, dated October 15, 1995, hereinafter called "Lease", between the City of Santa Fe a municipal corporation hereinafter called "Lessor", and La Familia Medical Center, a non-profit corporation hereinafter called "Lessee".

Pursuant to Article 7 of the Lease, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Lessor and the Lessee agree as follows:

1. REPAIRS AND MAINTENANCE:

Article 7 of the Lease is amended by adding the following language:

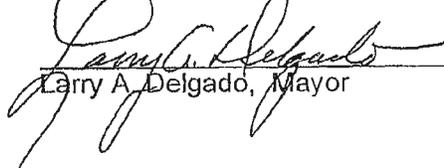
The Lessor shall reimburse the Lessee on a monthly basis for repair and maintenance expenses up to \$40,000 annually for repair and maintenance of the premises, parking lots, and grounds. This may include parts, supplies, labor, service contracts, or other repair and maintenance costs. The reimbursement shall be requested in writing on a monthly basis with invoices documenting the costs attached to the reimbursement request. This reimbursement will not include building and improvements costs described in Article 4 of the Lease. All repair and maintenance work and parts shall remain at the premises as the property of the Lessor upon termination of this Lease.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Lease remains and shall remain in full force and effect, in accordance with its terms.

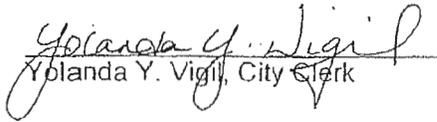
IN WITNESS WHEREOF, the parties have executed this Amendment #1 to the City of Santa Fe Lease Agreement effective this 12th day of August, 1998.

CITY OF SANTA FE:



Larry A. Delgado, Mayor

ATTEST:


Yolanda Y. Vigil, City Clerk

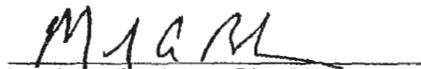
LESSEE: La Familia Medical Center

 8/15/98
Arturo N. Gonzalez, Executive Director

NM Taxation and Revenue
CRS No .01781278000

City of Santa Fe Business Registration
No. #98-55210

APPROVED AS TO FORM:


Mark A. Basham, City Attorney

CITY OF SANTA FE

AMENDMENT #1 TO LEASE AGREEMENT

This Amendment #1 ("Amendment") to the City of Santa Fe Lease Agreement dated October 15, 1995, the (Agreement), between the City of Santa Fe ("Lessor") and La Familia Medical Center ("Lessee").

Pursuant to Article 22 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Lessor and the Lessee agree as follows:

1. The Lease Agreement is amended to include a new Article 23, so that Article 23 reads in its entirety as follows:

23. ADDITIONAL PARKING. Lessee shall use a City parking lot for additional parking located on the westside of 1035 Alto Street. The Lessor shall provide a sidewalk easement as shown on the attached exhibit "A" within the lease area of La Familia Medical Center bearing address of 1035 Alto Street. The parking lot shall be accessible for public use.

2. AGREEMENT 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 #1 to the City of Santa Fe Lease Agreement effective this 8th day of October, 1997.



COUNTY OF SANTA FE)
STATE OF NEW MEXICO 10/2) 403)
I hereby certify that this instrument was filed
for record on the 13 day of Feb A.D.
19 98, at 3:33 o'clock P m
and was duly recorded in book 1456,
page 165-167 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Veronica Clayton
Deputy

X

CITY OF SANTA FE

LEASE AGREEMENT

1456156

This Lease Agreement made as of the 15th day of October, 1995, (the "Lease"), by and between the City of Santa Fe, a municipal corporation hereinafter called "Lessor", and La Familia Medical Center, a non-profit corporation hereinafter called "Lessee".

Lessor, for and in consideration of the rent hereinafter specified to be paid by Lessee, and the covenants and agreements hereinafter contained of the Lessee, during the Term (as defined below), leases those certain premises located in the city of Santa Fe, county of Santa Fe, state of New Mexico, described on Exhibit "A", and shown outlined in green on said Exhibit "A", attached hereto and by reference incorporated herein for all purposes set forth at length, consisting of 19,537 square feet and located at 1035 Alto Street, Santa Fe, New Mexico (the "Premises").

To have and to hold the Premises unto said Lessee on the following terms and conditions:

1. Term: The term of this Lease (the "Term") shall be for a period of twenty-five (25) years, beginning on the 15th day of October, 1995, and ending on the 30th day of June, 2020, except as otherwise hereinafter provided. By providing written notice to Lessor between January 1, 2020 and May 1, 2020, Lessee may renew the Lease upon the same terms and conditions of this Lease for an additional 25 year period which period shall be part of the "Term".

2. Rental: Lessee covenants and agrees to pay to Lessor as rent for the Premises the sum of one dollar (\$1.00) per year, which rental shall be paid on the 1st day of July, for each succeeding year thereafter until the termination of this Lease, without delay, deduction or default.

3. Purpose: The Lessee shall use the Premises only for delivering primary health care services and dental care services to low income and medically indigent residents of the city and county of Santa Fe, and as sought to any other member of the public; and Lessee shall only charge fees for such services on a sliding fee schedule based upon family size and income.

4. Building and Improvements: Lessee may, at Lessee's sole cost and expense, make such changes, alterations or improvements as may be necessary to fit the Premises for the Premises' permitted use, and all fixtures and improvements of every kind and nature whatever installed by Lessee shall remain the property of Lessee, who may remove the same upon the termination of this Lease, provided, that such removal shall be done in such a manner as not to injure or damage the Premises, and provided further, that should Lessee fail to remove said fixtures or improvements as above provided by the last day of the Term, Lessor, at its option, may require Lessee to remove the same. In the event that said Lessee shall fail to remove said fixtures and improvements after receipt of notice from Lessor, such fixtures and improvements shall be the property of Lessor and Lessor may use same or remove the same and dispose of the same as Lessor sees fit, and Lessee shall execute and deliver all such documents and shall take all such actions as may be necessary or appropriate, in the sole judgement of Lessor, to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said fixtures, improvements and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said fixtures and improvements as above provided, that Lessee promptly will pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposition thereof.

5. Utilities: Beginning October 2, 1995, until termination of this Lease, Lessor shall pay the cost of gas, electricity, and water for the Premises. All other utilities for the Premises, including, but not limited to, telephone and refuse and sewer will be paid by the Lessee.

However, in consideration thereof, Lessee will exercise reasonable care in the consumption of utilities, particularly those paid for by Lessor, and will employ conservation measures to the extent possible or otherwise mandated by the Lessor.

6. Taxes: Lessee shall pay any and all taxes and levies assessed upon any personal property, fixtures and improvements belonging to Lessee and located upon said Premises, and all leasehold and possessory interest taxes with respect to the Premises, levied or assessed by any proper taxing authority.

7. Repairs and Maintenance: Lessee represents that Lessee has inspected and examined Premises and accepts them "as is" in their present condition and agrees that Lessor shall not be required to make any improvements or repairs whatsoever in or upon the Premises or any part thereof. Lessee shall make any and all necessary or appropriate improvements and repairs to the Premises at Lessee's sole cost and expense and shall keep and maintain said Premises safe and in good order and condition at all times during the Term hereof and upon expiration of this Lease, or at any sooner termination of this Lease, the Lessee shall quit and surrender possession of said Premises quietly and peaceably and in good order and in the same condition as the Premises were at the commencement of this Lease, reasonable wear, tear and damage by the elements excepted. Lessee shall leave said Premises free and clear of all nuisance and dangerous and defective conditions. The Lessor will handle major structural and mechanical repairs such as plumbing or heating/air conditioning and major electrical repairs; provided, however, that Lessee promptly shall reimburse the Lessor for such structural services at a certain predetermined rate. In those cases where Lessor's Property Control and Parks staff is not available within thirty (30) days of receipt of request for repair from Lessee in the areas of the Premises that need repairs, then the Lessee shall seek help from the business/private sector.

8. Assignment and Mortgage: The Lessee shall not sublet, sublease or otherwise permit or suffer third-party occupancy or use of, the Premises or any portion thereof, nor shall Lessee assign, transfer or convey either, voluntarily or involuntarily, this Lease, or any interest in this Lease be assigned, hypothecated or mortgaged by Lessee, and any attempted assignment, subletting, hypothecation or mortgaging of this lease shall be void and shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgage pledge.

In the event that Lessee shall become incompetent, bankrupt, or insolvent, or should a guardian, trustee, or receiver be appointed to administer Lessee's business or affairs, neither this Lease nor any interest, this Lease shall become an asset of such Lessee's bankruptcy or other estate, or of guardian, trustee or receiver, and in the event of the establishment of such estate or the appointment of any such guardian, trustee, or receiver, this Lease shall immediately terminate and end.

9. Liability and Insurance: Lessee shall indemnify Lessor for and shall save Lessor harmless from any loss, cost or damage that may arise out of or in connection with this Lease or the use of the Premises by Lessee, or Lessee's agents, or employees, or any other person using the Premises, and Lessee agrees to deliver to Lessor upon the execution of this Lease two executed copies of a continuing comprehensive general liability and personal contents insurance policy satisfactory to Lessor, indemnifying and holding Lessor harmless against any and all claims, in the amount of five hundred thousand dollars (\$500,000) for injury to any one person and one hundred thousand dollars (\$100,000) for damage or destruction to property as stated in the New Mexico Tort Claims Act, and shall keep the same in force during the Term of this Lease. In the event the Tort Claims Act is amended, it shall be the responsibility of the Lessee to amend the amount of coverage for the Lessor to conform with the Tort Claims Act. Lessor is to be named as an additional-named insured on each such policy and insurance.

An insurance binder reflecting the insurance terms and conditions set forth above shall be provided to Lessor before Lessee commences occupancy of the Premises, and a certificate evidencing such insurance shall be provided to Lessor within a reasonable time after the execution of this Lease.

Lessee shall obtain from its insurer the insurer's consent to serve notice of any cancellation of the insurance policies required of Lessee under this Lease on the Lessor at least thirty (30) days before cancellation of such policies.

Lessor will provide standard fire insurance with extended coverage insurance on the building that is part of the Premises, but not on the contents of such building or on any other personal or real property of Lessee located on or about the Premises. Insurance on the contents of such building and on other real or personal property of Lessee will be carried by Lessee, at its own expense. Lessee shall deliver to Lessor adequate evidence of such insurance policy promptly upon demand.

10. Sign and Personal Property: Lessee may place signs on the Premises only with the advance approval of Lessor; provided however that all such signs shall conform to applicable law. Such approval shall not be unreasonably withheld by Lessor. All personal property, e.g., signs and improvements of Lessee, its employees, agents, customers and invitees, kept on the Premises shall be in furtherance of the use of the Premises, as permitted under this Lease, and at the sole risk of the Lessee, and Lessor shall not be liable for any damage thereto.

11. Non-Discrimination: Lessee, with respect to employment of staff and to those persons using the Premises and/or receiving services from Lessee, shall not discriminate unlawfully with respect to race, sex, national origin, age, religion, sexual orientation or any other class protected against discrimination by applicable local, state or federal laws.

12. Approval of Santa Fe City Council: This Lease shall not be binding or effective

until approved by the Lessor's governing body.

13. Mechanic's Liens: Lessee agrees that at least five (5) days before any construction work is done by Lessee or on Lessee's behalf by any person, firm or corporation or by any contractor, that Lessee will post and record, or cause to be posted and recorded, as provided by law, a notice of non-responsibility for any work, labor or materials used or expended or to be used or expended on the Premises.

14. Default: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by the Lessee pursuant to this Lease, then in that event, Lessor may terminate and end this Lease, forthwith, and Lessor may enter upon said Premises and remove all persons and property therefrom, and Lessee shall not be entitled to any money paid hereunder or any part thereof. In the event Lessor shall bring a legal action to enforce any of the terms of this Lease, or to obtain possession of said Premises by reason of any default of Lessee, or otherwise, Lessee shall pay Lessor all costs of such legal action.

15. Holding Over: In the event that Lessee shall hold over and remain in possession of Premises with the consent of Lessor, such holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained in this Lease.

16. Notices: Any notices which are required hereunder, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or three days after deposited in the United States mail, postage prepaid, return receipt requested, addressed to:

1456162

Lessee:

La Familia Medical Center
1035 Alto Street
P.O. Box 5395
Santa Fe, New Mexico 87502-5395

Lessor:

City of Santa Fe
Property Control
P.O. Box 909
Santa Fe, New Mexico 87504-0909

17. Waiver: Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions contained in this Lease, shall not be deemed a continuing waiver of the same or any subsequent default under this Lease.

18. Compliance with Laws: Lessee agrees to comply with all laws, ordinances, rules and regulations which may pertain or apply to the Premises and the use thereof. This Lease shall be governed by the laws of the state of New Mexico.

19. Lessor May Enter: Lessee agrees that Lessor, its agents or employees, may enter upon said Premises at any time during the Term of this Lease, as the same may be extended, for the purpose of inspection and for any other lawful purpose, excluding viewing personal and confidential medical and business files.

20. Successors in Interest: All of the terms, covenants and conditions contained in this Lease shall continue, and bind all successors in interest of Lessee herein.

21. Early Termination of Lease: Lessor may terminate this Lease in the event the Lessor determines that the Premises are needed by any department or other unit of the Lessor for the conduct of Lessor's business. Should determination be made, Lessee shall be entitled to six month's notice, in writing, from Lessor of early termination of this Lease.

22. Amendments: This Lease shall not be amended, changed or altered except in

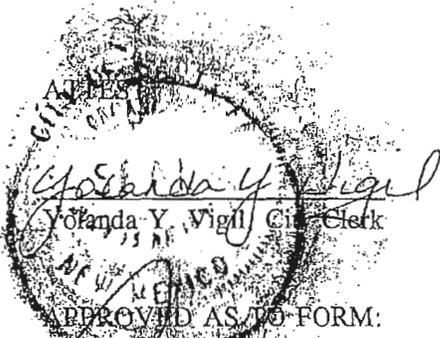
1456163

writing executed by both Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

LESSOR: City of Santa Fe

Debbie Jaramillo
Debbie Jaramillo, Mayor



Asenath M. Kepler
Asenath M. Kepler, City Attorney

CERTIFIED A TRUE AND CORRECT COPY
OF Lease Agreement
RECORDED ON 2-13 1998
IN BOOK 1456 PAGE 156-164
REBECCA BUSTAMANTE
SANTA FE COUNTY CLERK
By Veronica Clayton Deputy

LESSEE: La Familia

Arturo N. Gonzalez
Arturo N. Gonzalez, Executive Director

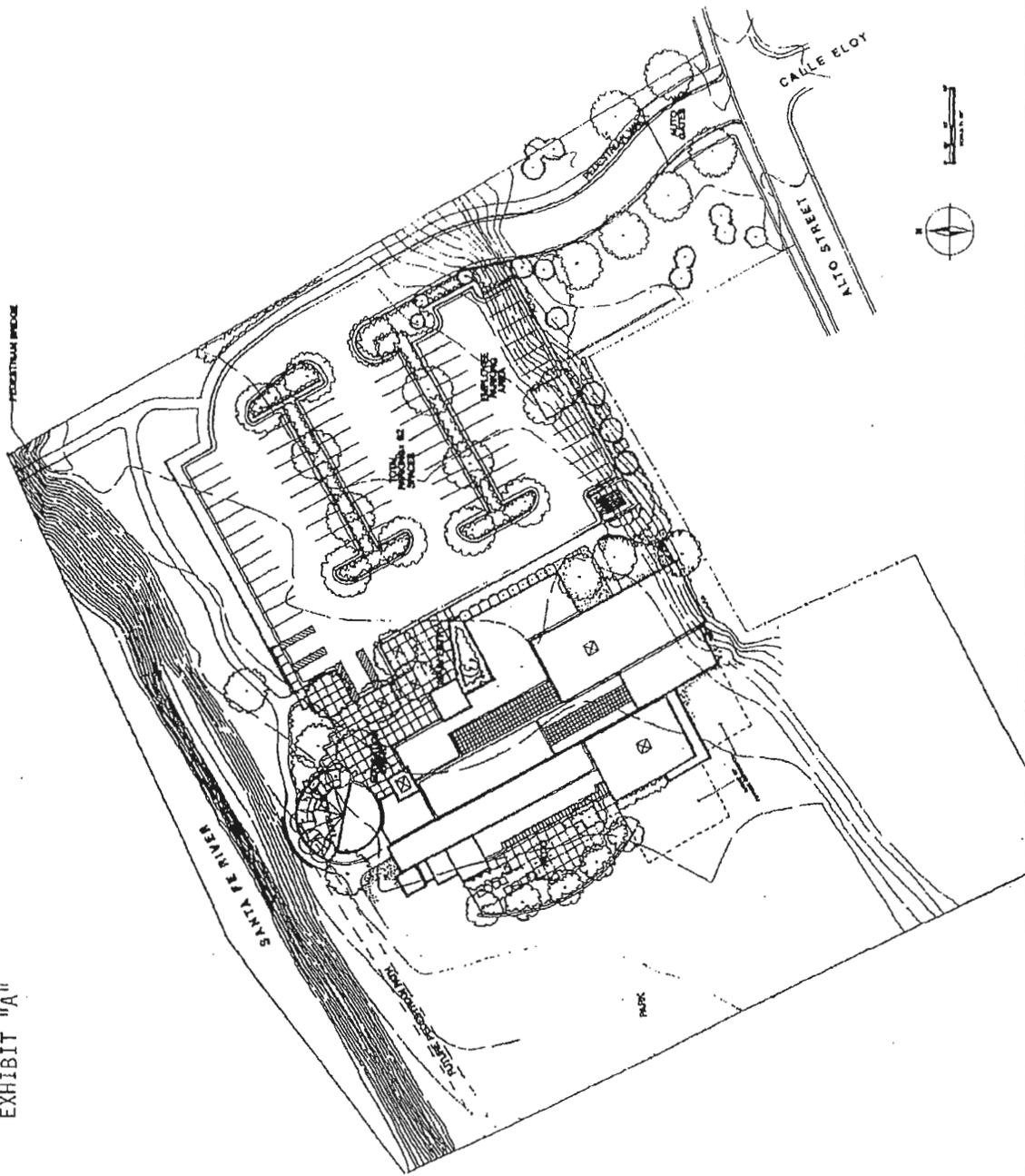


COUNTY OF SANTA FE)
STATE OF NEW MEXICO) 10/2 402
I hereby certify that this instrument was filed
for record on the 13 day of Feb A.D.
19 98, at 3:32 o'clock P m
and was duly recorded in book 1456,
page 156-164 of the records of
Santa Fe County.

Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe County, N.M.

Veronica Clayton
Deputy

EXHIBIT "A"



1456164

YATES • HOGAN
ARCHITECTS INC
4411 S. GARDEN
SUITE 100
DALLAS, TEXAS 75243

La Familia Medical Center
Santa Fe, New Mexico

DATE	
SCALE	
DRAWING NAME	SITE PLAN
PROJECT NUMBER	L000



STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT D

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant 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 Grant 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.

Grantee Representative/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2013

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 Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: George Segura PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED La Familia Medical Center P.O. Box 5395 Santa Fe NM 875025395	INSURER(S) AFFORDING COVERAGE INSURER A: AMCO Insurance Company NAIC # 19100 INSURER B: Travelers Casualty Insurance C 19046 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 13614 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y		ACBPPO7206110984	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACPBAA7206110984	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ACPCAA7206110984	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1A270379	7/1/2013	7/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 All operations of the insured per policy conditions. Liability: Continental United States; WC: NM
 Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER City of Santa Fe P.O. Box 909 Santa Fe NM 87504-0909	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 <i>Jan [Signature]</i>
--	---

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**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor City of Santa Fe

Complete information requested Plus GRT

Original Contract Amount: \$45,000.00 x Inclusive of GRT

Termination Date: June 30, 2018

Approved by Council Date: Scheduled on 03/25/2015

or by City Manager Date: _____

Contract is for:

Project 14-2003, LFMC, Amendment 1 to PSA Item # 13-1133 for grantee to act as Project Manager, increase PSA amount and extend termination date.	+
--	---

Amendment # _____ to the Original Contract# Item# 13-1133

Increase/(Decrease) Amount \$ \$45,000.00

Extend Termination Date to: June 30, 2017

Approved by Council Date: November 13, 2013

or by City Manager Date: _____

Amendment is for:

History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ N/A of original Contract# _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ 346,448.00



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# N/A Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other N/A _____

6 Procurement History: STB 14-2003 \$45,000.00
example: (First year of 4 year contract)

7 Funding Source: New Mexico Department of Finance **BU/Line Item:** 51359.490210; 32501.572970

8 Any out-of-the ordinary or unusual issues or concerns:
No
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: David A. Chapman
Phone # Ext. 2012

Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review
and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Reference: Project 14-2003 LFMC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2014

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 Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: George Segura PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: AMCO Insurance Company</td> <td></td> <td>19100</td> </tr> <tr> <td>INSURER B: Travelers Casualty Insurance C</td> <td></td> <td>19046</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: AMCO Insurance Company		19100	INSURER B: Travelers Casualty Insurance C		19046	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER E:																					
INSURER F:																					
INSURED La Familia Medical Center P.O. Box 5395 Santa Fe NM 875025395	(505) 982-4599																				

COVERAGES

CERTIFICATE NUMBER: Cert ID 15757

REVISION NUMBER:

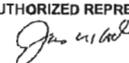
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		ACPBPO7206110984	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Empl Benefits Liab \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ACPBAA7206110984	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						ACPCAA7206110984 7/1/2014 7/1/2015 EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations of the insured per policy conditions. Liability: Continental United States; WC: NM
 Certificate Holder is listed as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe P.O. Box 909 Santa Fe NM 87504-0909	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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