

Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: May 24, 2011

To: Santa Fe County Board of County Commissioners

From: Colleen Baker, Open Space and Trails Program Manager, CSD *CB*

CC: Joseph Gutierrez, Director, Community Services Department

Re: **Request approval of Grant of Right of Way to Cuatro Villas Mutual Domestic Water Users Association for the purpose of installing two 500 gallon concrete water storage tanks and distribution infrastructure at La Puebla Park. (Community Services Department).**

Background:

Santa Fe County received a request on July 26, 2010 from the Cuatro Villas Mutual Domestic Water Users Association (Cuatro Villas MDWUA), a non-profit community water association, for a right-of-way for the purpose of constructing and maintaining water storage and distribution infrastructure at the County's La Puebla Park in La Puebla, NM. The proposed water infrastructure will serve the public by providing a reliable clean source of potable water and adequate pressure and flow to provide fire protection for over 1,500 households in the service area.

La Puebla Park was patented to the County in April of 2005 under the Recreation and Public Purposes Act for the purpose of a community center and recreational area. The Bureau of Land Management allows for third party uses of patented lands as long as the proposed use has a direct or indirect benefit to the patented land. The Bureau of Land Management has approved the proposed use by the Cuatro Villas MDWUA for water storage and distribution infrastructure.

The proposed infrastructure will provide a direct benefit to the purposes of the patent for the La Puebla Park by providing potable water, adequate water pressure, and sufficient storage for fire suppression for the community center. The proposed water infrastructure will also provide potable water for the park. The requested right-of-way consists of .74 acres of the total 5.76 acres patented to the County. The Cuatro Villas MDWUA has agreed to restore the land surface to pre-construction condition following construction of the water infrastructure. Enclosed is the patent and approved development plan for La Puebla Park, the request from the Cuatro Villas MDMUA, the letter of approval from the Bureau of Land Management and a survey of the proposed right-of-way.

Action Requested:

Staff recommends approval of the Grant of Right of Way to Cuatro Villas Mutual Domestic Water Users Association for the purpose of installing two 500 gallon concrete water storage tanks and distribution infrastructure at La Puebla Park.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
New Mexico State Office
1474 Rodeo Rd.
P.O. Box 27115
Santa Fe, New Mexico 87502-0115
www.nm.blm.gov

IN REPLY REFER TO:
2740 (92300)
NMNM 102549

July 7, 2005



CERTIFIED MAIL – RETURN RECEIPT
7002 2410 0003 5797 5062

IMPORTANT DOCUMENT ENCLOSED

Patent No. 30-2005-0009

County: Santa Fe

Mr. Rudy Garcia
Santa Fe County
P O Box 276
Santa Fe, NM 87504-0276

Dear Mr. Garcia:

We are pleased to transmit to you the enclosed patent to the land described thereon.

This is the original document conveying the described land from the United States. It should be kept in a safe place, and recorded in the Santa Fe County Clerk's Office.

Sincerely,

Dennis R. Stenger
Deputy State Director
Minerals and Lands

1 Enclosure

cc:
NM State Property Tax Dept. w/copy of Patent
NM 221 (F. Martinez) w/copy of Patent
NM 923 (G. Fitzpatrick) w/copy of Patent

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

PATENT (N/C)
PAGES: 4

I Heresby Certify That This Instrument Was Filed for
Record On The 4TH Day Of August, A D , 2005 At 06:10
And Was Dily Recorded as Instrument # 1391908
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza

Deputy County Clerk, Santa Fe, NM

2005-08-04 10:00 AM

The United States of America

To all to whom these presents shall come, Greeting:

NMNM 102549

WHEREAS

Santa Fe County

is entitled to a Land Patent pursuant to the Recreation and Public Purposes Act of June 14, 1926. (44 Stat. 741) as amended (43 U.S.C. 869 et seq.), for the following described land:

New Mexico Principal Meridian, New Mexico.

T. 20 N., R. 9 E.,

sec. 4, lot 35.

Containing 5.76 acres, more or less;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above-named claimant(s) the land above described for a recreation facility; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging unto the said claimant(s), and its assigns forever, and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States under the Act of August 30, 1890 (43 U.S.C. 945);
2. All mineral deposits in the lands so patented, and the right of the United States, or persons authorized by the United States, to prospect for, mine, and remove such deposits from the same under applicable laws and regulations to be established by the Secretary of the Interior.

SUBJECT TO:

1. Valid existing rights-of-way and easements;
2. Those rights for a water storage tank and pipeline right-of-way which have been granted to Santa Fe County, its successors and assigns, by Permit No. NMNM 83289 pursuant to the act of October 21, 1976 (43 U.S.C. 1761);
3. Provided, that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of

30-2005-0009

REPRODUCTION OF THIS DOCUMENT IS PROHIBITED

the Interior or his/her delegate, the patentee or its successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed, the lands have not been used for the purpose for which the lands were conveyed for a 5-year period, or the patentee has failed to follow the approved development plan or management plan:

4. Provided further, that the Secretary of the Interior may take action to revert title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sub-lessees, and permittees) to prohibit or restrict the use of any part of the patented land or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

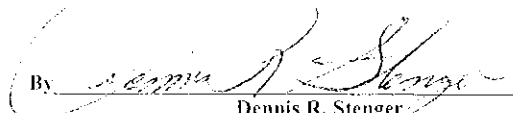
The grant of the herein described lands will also be subject to the following reservations, conditions, and limitations:

1. The patentee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits;
2. The patentee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and the requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.
3. The patentee, by acceptance of this patent, agrees for itself or its successors in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his/her delegate, operate to revert in the United States full title to the lands involved in the declaration;
4. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee;

- 5. The patentee or its successor in interest will, upon request of the Secretary of the Interior or his/her delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Acts of 1964 to the area or facility conveyed;
- 6. The reservations, conditions, and limitations contained in paragraphs 1-5 shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provisions of similar services or benefits;
- 7. The assurances and covenant required by paragraphs 1-6 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand in Santa Fe, New Mexico the EIGHTH day of JULY in the year of our Lord TWO-THOUSAND AND FIVE and the Independence of the United States the TWO HUNDRED and THIRTY--

By 
 Dennis R. Stenger
 Deputy State Director
 Minerals and Lands

STATE OF NEW MEXICO
 DEPARTMENT OF REVENUE
 RECEIVED
 JUL 10 2005
 SANTA FE, N.M.

H-2740-1 RECREATION AND OTHER PUBLIC PURPOSES

PROPOSED LA PUEBLA RECREATION AREA

DEVELOPMENT PLAN AND CONSTRUCTION SCHEDULE

1. PROJECT DESCRIPTION

The La Puebla Recreation Area would comprise approximately 5.76 acres situated within the Community of La Puebla in northern Santa Fe County, New Mexico. This part of the County is very rural and there are very few recreational facilities in this area. The La Puebla Recreation Area is located along Firehouse Road that connects to County Road 88 from United States Road 84.

The closest recreational facilities are located in the City of Espanola approximately ten miles from the proposed Recreation Area. The Recreation Area would provide the impetus for the development of a community center that could meet the needs of the residents of the area. There are no community centers or places where public meetings can be held in the La Puebla area.

2. STATEMENT OF NEED

The La Puebla Recreation Area must fulfill several critical functions as a recreation area. It must provide a facility that the community can take pride in and integrate into the lives of the people in the area. It must be a place where meetings can be held and important issues discussed in a comfortable setting. The La Puebla Recreation Area would also create a strong sense of community and ownership among the local residents. This would result in the addition of more facilities and an increase in the number of services available to the residents of this community.

The proposed site for this facility would work well because it is in a very scenic part of the community next to the La Puebla Volunteer Fire Station. The Recreation Area is large enough to allow expansion to include a number of different activities. The area is large enough to allow a walking track, gardening areas and just places where families can sit and enjoy the beauty of the New Mexico Mountains. It would be a place that people could gather and have family reunions, picnics, rallies and any type of community based activity. It would benefit the young people in the area that have too much free time and nothing to do with it as well as future generations that could enjoy this facility. The proposed site will have to have to be terraced and stabilized in order to support the proposed improvements. A grading and drainage plan will be required to allow the site to meet the present and future needs of the community of La Puebla.

**PROPOSED LA PUEBLA RECREATION AREA
DEVELOPMENT PLAN AND CONSTRUCTION SCHEDULE**

3. LOCATION

The lands embraced by the proposed La Puebla Recreation Area are as follows:

5.76 acres located in Section 4, Township 20 North, Range 9 East and Lot 35. The plat attached hereto describes this land.

4. CONSTRUCTION SCHEDULE/ESTIMATED COST OF DEVELOPMENT

The plan is to begin construction of the La Puebla Recreation Area as soon as approval has been granted by the Bureau of Land Management for this proposed development. The proposed timetable will require adjustment to either move up or set back each phase of the development plan dependent upon the time factors involved in receiving the necessary approvals from all governmental agencies concerned.

YEAR 2000

Survey – An engineering survey will be conducted to properly locate the proposed Recreation Area site and locate all overhead and subsurface utilities.

\$1,005.00

Topographic Survey – A Topographic Survey of the site to allow the development of a grading and drainage survey.

\$2,000.00

Site Preparation – Grading, major earthwork functions, back fill, compaction as required to meet pre-construction requirements.

\$45,000.00

Sub-Total \$48,005.00

YEAR 2001

Basketball/Tennis Court Construction – Excavation, setting of footings, metal reinforcement, thickened slabs at partitions, concrete slab preparation, pouring, and finishing.

\$15,000.00

Picnic Tables - Install picnic tables and shelters on concrete bases along upper and lower terrace area.

\$38,000.00

**PROPOSED LA PUEBLA RECREATION AREA
DEVELOPMENT PLAN AND CONSTRUCTION SCHEDULE**

Garden Areas - install garden areas along access road and adjacent to parking area. Garden Areas will be constructed using imported soil and railroad ties to form a large enclosed box garden. These areas will be planted and maintained by community volunteers.

\$3,000.00

Sub-Total \$56,000.00

YEAR 2002

Access Road - Establish access road along existing grade, install drainage, stabilize bar ditch and improve entire length of roadway.

\$10,000.00

Parking Area - Grading, earthwork functions, back fill, compaction and installation of four inches of base course. Installation of curb stops along parking area perimeter.

\$11,000.00

Architectural Design Services - Obtain professional services to design, let for bid and supervise construction of a community center of approximately 3,000 square feet.

\$30,000.00

Sub-Total \$51,000.00

YEAR 2003

Building Shell - Erection of structural building frame, enclosure with metal siding, windows, doors, and insulation. Rough in electrical and plumbing including restrooms, heating system.

\$100,000.00

Interior Finish - Construction of partitions and inner facility doorways, completion and installation of facilities in main areas.

\$150,000.00

Exterior Finish - Construction of all exterior areas including sidewalk entrance and necessary access areas.

\$60,000.00

**PROPOSED LA PUEBLA RECREATION AREA
DEVELOPMENT PLAN AND CONSTRUCTION SCHEDULE**

Exterior Finish – Construction of all exterior areas including sidewalk entrance and necessary access areas.

\$60,000.00

Sub-Total \$310,000.00

YEAR 2004

Paving and Landscaping – Paving of driveway and aprons between station garage doors and roadway, landscaping around building and open areas encompassed by station site.

\$10,000.00

Playground Area – Installation of playground area equipment including playground sand, fencing, playground border, and access gate.

\$20,000.00

Sub-Total \$30,000.00

GRAND TOTAL \$495,005.00

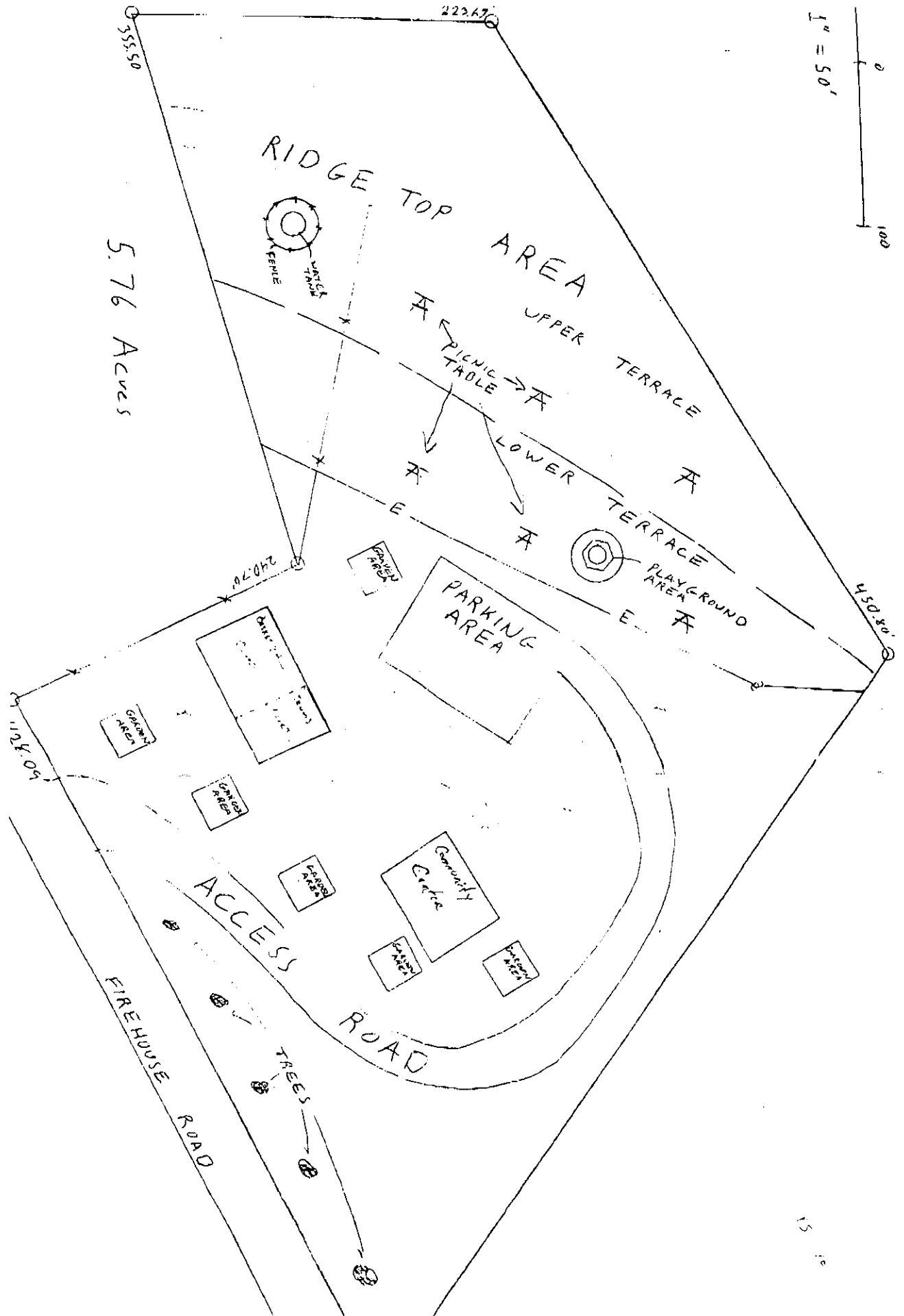
FUNDING AND MANAGEMENT

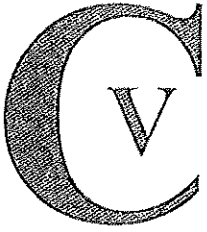
The 1998 New Mexico Legislature has provided \$50,000 for basketball courts and tennis courts for the La Puebla Recreation Area. Santa Fe County will request the remaining \$445,005 from the next New Mexico Legislative Session through the Santa Fe County FY 2000 Infrastructure Capital Improvements Plan. Santa Fe County will work with the Community and State of New Mexico Legislature to identify future funding sources for the development of the Recreational Area.

The Recreation Area will be maintained by the Property Control Division of the General Services Department of Santa Fe County until an organization can be established within the community of La Puebla to take over the operation and maintenance of this facility. Once the community of La Puebla has taken over the operation and management of this facility, the County will work with that organization for additional funding after the five-year development period. The County of Santa Fe will apply for a Patent for the La Puebla Recreation Area at the end of the five-year period of development.

STATEMENT OF CONFORMANCE

The County of Santa Fe is required by law to comply with all State, County and local laws as well as the Santa Fe County Land Development Code. Attached please find a copy of Article III, Section 8 Other Development of the Land Development Code that deals with this type of project.





Cuatro Villas Mutual Domestic Water Users Association

P.O. Box 667 • Santa Cruz, • New Mexico 87567

(505) 747-4848

www.cuatrovillas.org

July 26, 2010

Colleen Baker, Program Manager
Open Space and Trails Program
Santa Fe County
VIA EMAIL: Colleen Baker [cbaker@co.santa-fe.nm.us]

RE: Patent No. 30-2005-0009 for Santa Fe County (La Puebla)

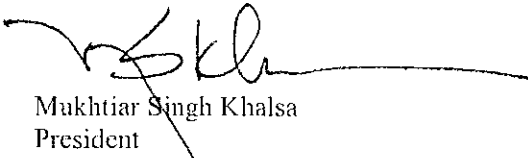
Dear Ms. Baker,

Cuatro Villas Mutual Domestic Water User Association (CVMDWUA), a non-profit community water association, is requesting your review of a proposed utility right-of-way for the construction of water storage and distribution infrastructure. CVMDWUA approached the County in early June, 2010 to request a right-of-way for installation of this infrastructure, on patent lands in La Puebla issued for recreational purposes, due to the optimal location. These improvements will serve the public by providing a reliable and clean source of potable water as well as provide adequate pressure and flow for fire protection to over 3,000 residents in the service area. These are direct benefits to the patent. This right-of-way will be for 0.74 acres of the 5.76 acres from the original patent for operation and maintenance of the storage tank. Additional temporary construction right-of-way is also requested for the duration of one year only in order to stage construction activities and site access. A vicinity map of the proposed area is attached for your review. The benefit, to the community center / recreational facility and the surrounding communities (of Cuatro Villas - La Puebla, Cuartelez, Sombrillo, and Arroyo Seco), is for domestic potable water service and fire protection.

Full build-out of the regional water system for the community requires a total storage volume of one million gallons. However, at this time, half that volume will serve the region. To improve the water quality in the storage tank (prevent stagnation) and economize on the phasing of the system construction, a smaller storage tank of 500,000 gallons will be constructed at this time. Ideally, we would like to build this tank in early 2011. This initial 500,000-gallon storage capacity is the amount needed for the current domestic potable water demand plus fire protection volumes as required by Santa Fe County. When the water system reaches full build-out, and the recreational patent is fully developed under the management plan, the demands on the one storage tank will exceed the capacity and the second 500,000-gallon storage tank will be necessary to provide domestic water and fire protection capacity for the community.

Thank you very much for your consideration of this request, which is so important to the health and safety of our community. Please coordinate with our engineering consultant, Souder, Miller and Associates in Santa Fe by contacting our Project Engineer, Kari Edenfield at (505) 473-9211 or via email at kari.edenfield@soudenmiller.com. We await your direction as to how we can proceed towards negotiating and finalizing this right-of-way.

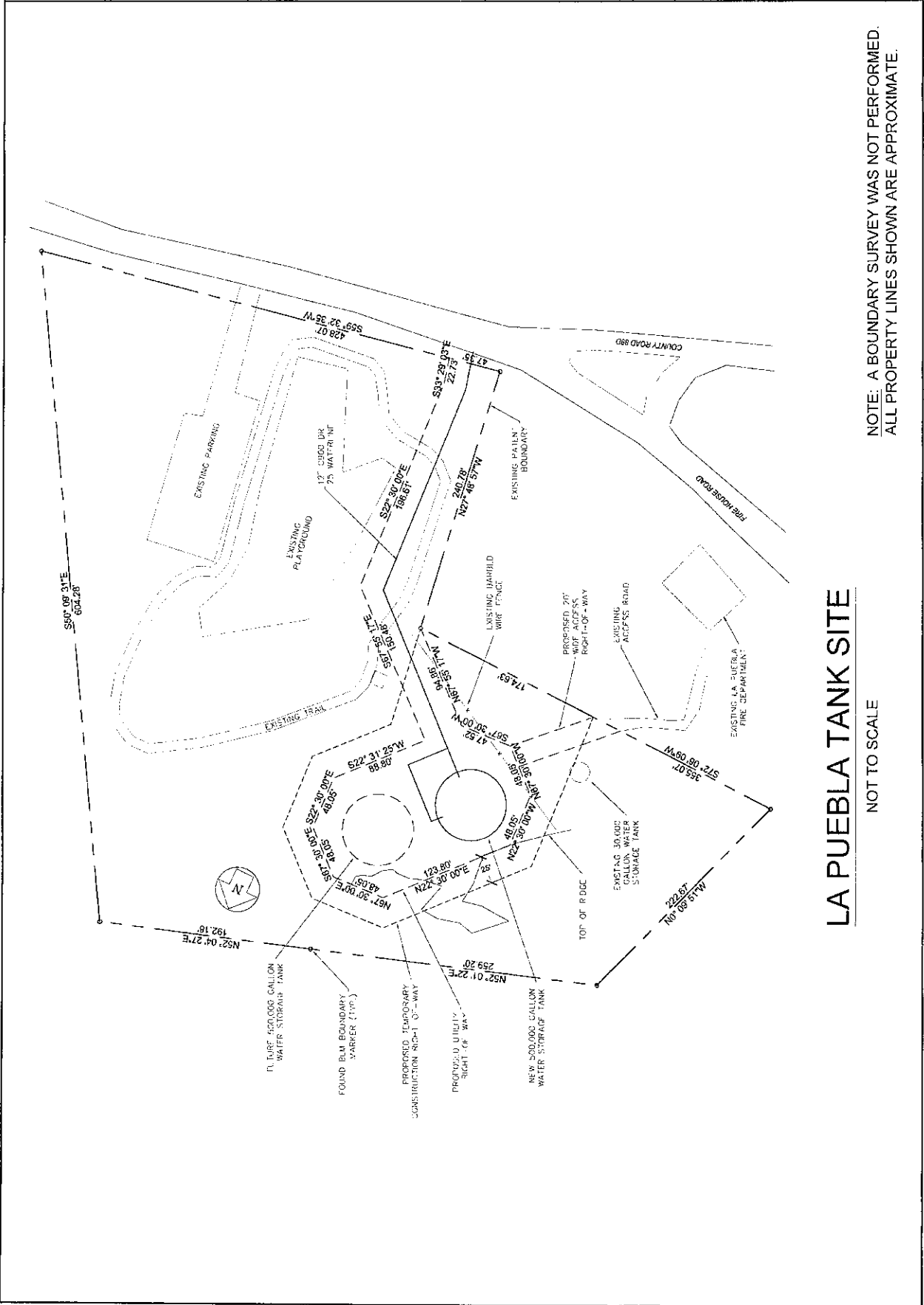
Sincerely,
CUATRO VILLAS MDWUA



Mukhtiar Singh Khalsa
President

Enclosure

cc: Kari Edenfield, P.E., SMA



LA PUEBLA TANK SITE

NOT TO SCALE

NOTE: A BOUNDARY SURVEY WAS NOT PERFORMED.
ALL PROPERTY LINES SHOWN ARE APPROXIMATE.

Harry B. Montoya
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Michael D. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Sarah Naranjo, Realty Specialist
Taos Field Office
Bureau of Land Management
US Department of the Interior
226 Cruz Alta Road
Taos, NM 87571-5983

March 16, 2011

Re: Patent No. 30-2005-0009 for Santa Fe County (La Puebla Park)

Dear Ms. Naranjo,

I am writing to request your review of a proposed third party use on land patented to the County under the Recreation and Public Purpose Act, Patent No. 30-2005-009. Santa Fe County has received a request for a right-of-way from the Cuatro Villas Mutual Domestic Water Users Association (Cuatro Villas MDWUA), a non-profit community water association, for the installation of water storage and distribution infrastructure. The proposed water infrastructure will serve the public by providing a reliable clean source of potable water and adequate pressure and flow to provide fire protection for over 1,500 households in the service area.

The proposed infrastructure will provide a direct benefit to the purposes of the patent for the La Puebla Recreation Area by providing potable water, adequate water pressure, and sufficient storage for fire suppression for the community center. The existing water tank on the site (NMNM 83289) is not adequate to supply the fire suppression system required by the NM Construction Industry Division for the community center. An onsite well is not a viable option for providing potable water for the community center because the ground water has been tested and found to be contaminated with uranium levels above the Safe Drinking Water Act. In order to provide adequate water pressure from a well for the fire suppression system the County would have to install a booster pump that would increase the cost of the fire suppression system from approximately \$50,000 to \$400,000. The proposed water storage and distribution infrastructure is the only feasible option to supply the community center with potable water and adequate water pressure for fire suppression and is necessary in order to develop the community center.

The request from Cuatro Villas MDWUA includes two 500,000 gallon concrete water storage tanks. The two tanks are necessary in order to provide the redundancy in the water system that is critical for the Cuatro Villas MCWUA to dependably supply clean water to the community 24 hours a day. In the event maintenance is required on any one tank, the system can remain

operational utilizing the other tank. The volume for these tanks was determined by providing for three types of storage: equalizing, emergency and fire.

1. Equalizing storage provides enough storage for water facilities to operate at a uniform rate during the maximum daily demand. This demand typically takes place in the mid-morning and early-evening hours of the day when water users are preparing for work and returning home for dinner, respectively. Approximately 25% of the water volume used on a typical maximum day is necessary to provide adequate operational/equalizing storage, which will be approximately 120,000 gallons. Without this water storage, system pressures could vary dramatically providing a reduced level of service to the patient during maximum daily demand.
2. Emergency storage is required to provide water to users during interruptions in supply (i.e. water main breaks, power failures, etc.). This storage volume is typically enough to supply between 1 to 2 days of average demand in the service area. Approximately 2 days were used in calculating the emergency storage volume, which amounts to approximately 620,000 gallons.
3. Fire storage is required to provide water at a specific flow rate and sustained amount of time based on the building construction and use. The proposed community center on the patient would require approximately 1500 gallons per minute (gpm) of flow for at least 2 hours per the International Fire Code and Insurance Services Office, Inc. (ISO). The remaining community would require between 500 and 1000 gpm for at least 2 hours per the Santa Fe County Fire Prevention Office. To provide enough storage in the event of a residential fire in the community and a fire at the community center, the fire storage volume was calculated to include 2500 gpm of flow for at least 2 hours resulting in approximately 300,000 gallons of fire storage.

The proposed water infrastructure will also provide potable water for the recreational area for drinking fountains, upgrades to the existing vault toilet that serves the park and water for the community gardens and landscaping that are part of the approved development plan for the site.

The water system will provide an estimated 4,500 gallons per month per residential customer for 3,000 residences in the service area. The estimated water usage for the community center is also 4,500 gallons per month assuming an average of 50 visitors per day. The Cuatro Villas MDWUA is a non-profit organization. The association will charge fees for water service per the following fee schedule:

Monthly Base Service Rate	\$10.00 (for user member; non-user member \$6.50 monthly or \$66.00 annually)
Monthly Meter Maintenance Fee	\$3.00 Flat fee
0-6,000 Gallons	\$6.08/1000 gallons (\$36.48 for the full 6,000 gallons)
6,001-10,000	\$7.00 per thousand gallons used
10,001 and up	\$8.00
Monthly Water Development Fee	\$0.03 per thousand gallons used

An institutional/commercial rate has yet to be developed and implemented by Cuatro Villas MDWUA.

The fees will be utilized primarily to cover operation and maintenance costs (bulk water purchase, electricity, operator labor, minor repairs, etc.), but as the system grows and takes on more debt to expand the system, a larger percentage of water fees will be used to cover debt service. Currently 75% of water fees are utilized to cover costs related to operation and maintenance and 20% to cover costs to service existing debt. The remainder is placed in a reserve account to cover costs related to unforeseen repairs and to serve as a reserve account for replacement of aging infrastructure.

The proposed third party uses will not interfere with the recreational purposes of the patent. The Cuatro Villas MDWUA has agreed to restore the land surface to pre-construction condition following construction of the water infrastructure. The requested right-of-way includes .74 acres of the total 5.76 acres patented to the County. I have enclosed the request from the Cuatro Villas MDMUA including a map of the proposed right-of way.

Thank you for your assistance. Please contact me with questions or comments regarding this request. (505) 992-9868.

Sincerely,

A handwritten signature in black ink, appearing to read 'Colleen Baker', with a long horizontal line extending to the right.

Colleen Baker
Program Manager
Santa Fe County Open Space and Trails Program



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Taos Field Office
226 Cruz Alta Road
Taos, New Mexico 87571-5983
www.blm.gov/nm



In Reply Refer To:
NMNM10249
2740 (020)

April 1, 2011

Santa Fe County
Colleen Baker, Open Space & Trails Program Manager
102 Grant Avenue
P.O. Box 276
Santa Fe, NM 87501-0276

Dear Mrs. Baker:

On March 18th, 2011, the Bureau of Land Management, Taos Field Office received a request from the Santa Fe County for a third party use on land patented under the Recreation and Public Purpose Act (R&PP), Patent No. 30-2005-099. The County received a request for a right-of-way from the Cuatro Villas Mutual Domestic Water Users Association (Cuatro Villas MDWUA), a non-profit community water association, for the installation of two 500,000 gallon concrete water storage tanks and distribution infrastructure. The proposed water infrastructure would serve the public by providing a reliable water source of potable water, adequate water pressure, and necessary flow to provide fire protection to over 1,500 households in the service area.

The proposed water infrastructure would provide a direct benefit to the La Puebla R&PP patent by providing potable water, adequate water pressure, and sufficient storage for fire suppression for the community center. The existing water tank on the site is not adequate to supply the fire suppression system required by the New Mexico Construction Industry Division for the community center. Constructing an onsite well is not a viable option for providing potable water for the community center because the ground water has been tested and found to be contaminated with uranium levels above the Safe Drinking Water Act.

This letter serves as authorization for a third party use on the R&PP patented lands to Santa Fe County located in Township 20 North, Range 9 East, section 4, lot 35 in La Puebla, New Mexico. The third party use authorization will allow the Cuatro Villas Mutual Domestic Water Use Association (Cuatro Villas MDWUA) to install two 500,000 gallon concrete water storage tanks and the distribution infrastructure as described in the County's March 16, 2011 letter. The water tanks and water infrastructure would be placed on the La Puebla R&PP patent with all improvements listed in the right-of-way agreement.

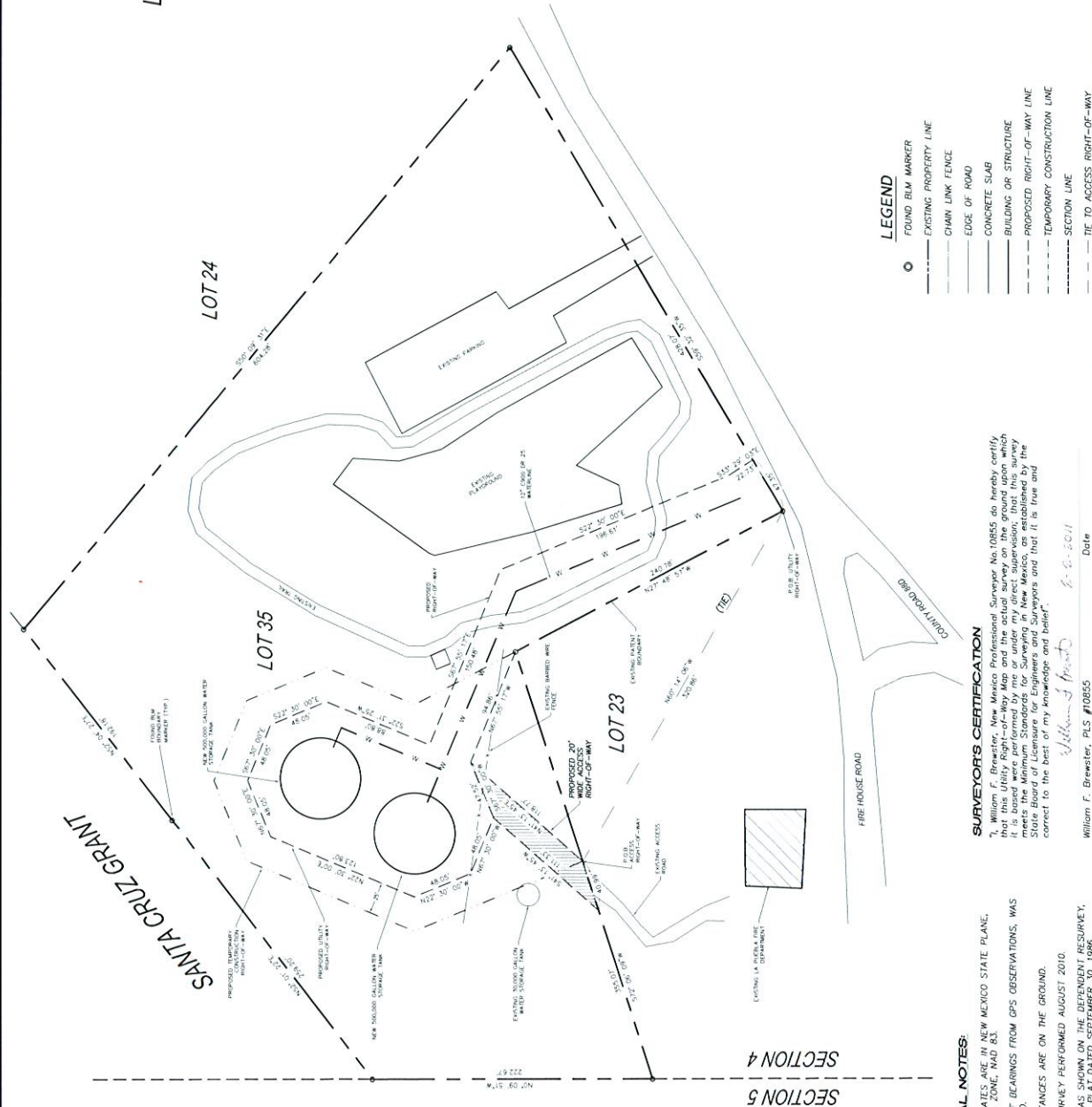
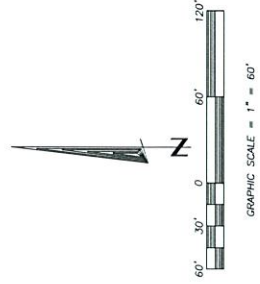
The County must submit a copy of the executed right-of-way agreement between the County and Cuatro Villas MDWUA to the above address stating that it has been executed and notarized. If you have any questions please contact Sarah Naranjo, Realty Specialist at 505-954-2200.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam DesGeorges', with a large, stylized flourish at the end.

Sam DesGeorges
Field Manager

UTILITY RIGHT-OF-WAY MAP
FOR
LA PUEBLA TANK SITE
WITHIN
LOT 35, SECTION 4, T20N, R9E, N.M.P.M.
VILLAGE OF LA PUEBLA
SANTA FE COUNTY, NEW MEXICO
AUGUST 2010



- LEGEND**
- FOUND BLM MARKER
 - EXISTING PROPERTY LINE
 - CHAIN LINK FENCE
 - EDGE OF ROAD
 - CONCRETE SLAB
 - BUILDING OR STRUCTURE
 - PROPOSED RIGHT-OF-WAY LINE
 - PROPOSED CONSTRUCTION LINE
 - SECTION LINE
 - TIE TO ACCESS RIGHT-OF-WAY

SURVEYOR'S CERTIFICATION
I, the undersigned, a duly Licensed Professional Surveyor No. 10855, do hereby certify that this Utility Right-of-way Map and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that this survey meets the Minimum Standards for Surveying in New Mexico, as established by the Board of Professional Surveyors; and that it is true and correct to the best of my knowledge and belief.

William F. Brewster
Date: 8-5-2010

William F. Brewster, P.L.S. #10855

- GENERAL NOTES:**
- COORDINATES ARE IN NEW MEXICO STATE PLANE, CENTRAL ZONE, NAD 83.
 - BASES OF BEARINGS FROM GPS OBSERVATIONS, WAS 84 GEOID.
 - ALL DISTANCES ARE ON THE GROUND.
 - FIELD SURVEY PERFORMED AUGUST 2010.
 - LOT 35, AS SHOWN ON THE DEFENDENT'S RESURVEY, OFFICIAL PLAT DATED SEPTEMBER 30, 1986.



THIS DRAWING IS INCOMPLETE AND NOT TO BE USED FOR CONSTRUCTION UNLESS IT IS STAMPED, SIGNED AND DATED SURVEYOR'S SEAL

Designed	N/A	Drawn	WFB
Date	08-31-2010	Checked	WFB
Scale	Horizontal: 1"=60'		
Project No	6219386		
Sheet	10F1		

LEGAL DESCRIPTION - ACCESS RIGHT-OF-WAY
A CERTAIN PARCEL OF LAND TO BE USED AS AN ACCESS RIGHT-OF-WAY WITHIN LOT 35, SECTION 4, TOWNSHIP 20 NORTH, RANGE 9 EAST, N.M.P.M., VILLAGE OF LA PUEBLA, SANTA FE COUNTY, NEW MEXICO, AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHERLY-MOST CORNER OF SAID LOT 35, BEING 6074.06' W A DISTANCE OF 120.86 FEET TO THE TRUE POINT OF BEGINNING ON THE SOUTHERLY LINE OF LOT 35;
THENCE N 41°31'45" E A DISTANCE OF 118.37 FEET TO A POINT;
THENCE S 67°30'00" W A DISTANCE OF 47.50 FEET TO A POINT;
THENCE S 41°13'45" W A DISTANCE OF 111.33 FEET TO A POINT;
THENCE N 72°09'09" E A DISTANCE OF 40.09 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 2.420 SQUARE FEET, OR .055 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - UTILITY RIGHT-OF-WAY
A CERTAIN PARCEL OF LAND TO BE USED AS A UTILITY RIGHT-OF-WAY WITHIN LOT 35, SECTION 4, TOWNSHIP 20 NORTH, RANGE 9 EAST, N.M.P.M., VILLAGE OF LA PUEBLA, SANTA FE COUNTY, NEW MEXICO, AND SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING THE SOUTHERLY-MOST CORNER OF SAID LOT 35, BEING 6074.06' W A DISTANCE OF 240.78 FEET ALONG THE WESTERLY LINE OF SAID LOT 35;
THENCE N 67°55'17" W A DISTANCE OF 94.86 FEET TO A POINT;
THENCE S 67°30'00" W A DISTANCE OF 48.05 FEET TO A POINT;
THENCE N 67°30'00" W A DISTANCE OF 48.05 FEET TO A POINT;
THENCE N 22°30'00" W A DISTANCE OF 123.86 FEET TO A POINT;
THENCE S 67°30'00" E A DISTANCE OF 48.05 FEET TO A POINT;
THENCE S 67°30'00" E A DISTANCE OF 48.05 FEET TO A POINT;
THENCE S 22°30'00" E A DISTANCE OF 88.80 FEET TO A POINT;
THENCE S 22°30'00" E A DISTANCE OF 196.69 FEET TO A POINT;
THENCE S 33°29'09" E A DISTANCE OF 22.73 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 35; THENCE S 59°32'25" W A DISTANCE OF 47.25 FEET TO THE TRUE POINT OF BEGINNING ON THE WESTERLY LINE OF SAID LOT 35, BEING 6074.06' W A DISTANCE OF 36.602 SQUARE FEET, OR .840 ACRES, MORE OR LESS.

Rev #	Date	Description	By	CHK'D
1	2-1-11	REVISIONS PER EJT RED LINES.	LOP	WFB

SMA
SOUDEUR, MILLER & ASSOCIATES
1201 PARKWAY DRIVE
SANTA FE, NM 87507-7258
Phone: (505) 471-9211 | Toll-Free: (800) 468-5866 | Fax: (505) 471-0675
www.soudermiller.com
Serving the Southwest & Rocky Mountains
3000 - 1st Street, Suite 200
Colorado Springs, CO 80904

SANTA FE COUNTY
**UTILITY RIGHT-OF-WAY
WITHIN LOT 35, SECTION 4,
T20N, R9E, SANTA FE COUNTY**

**SANTA FE COUNTY
RIGHT OF WAY**

Santa Fe County, a political subdivision of the State of New Mexico, (hereinafter "Grantor") hereby grants and conveys to **Cuatro Villas Mutual Domestic Water Users Association**, (hereinafter "Grantee") a right of way for the purpose of installing two 500,000 gallon concrete water storage tanks and distribution infrastructure on property patented to Santa Fe County under the Recreation and Public Purpose Act, Patent No. 30-2005-099 in Santa Fe County, New Mexico, located in Township 20 North, Range 9 East, section 4, lot 35 in La Puebla, New Mexico ("Grantor's Property"). This Right of Way is approximately 0.74 acres, as more particularly described on Exhibit A, attached hereto and incorporated herein.

This Right of Way is subject to the following terms and conditions:

1. Purposes. The water tanks and distribution infrastructure to be built by Grantee will provide potable water, adequate water pressure and sufficient storage for fire suppression, and water for landscaping for the La Puebla Park Community Center located on Grantor's Property as well as water service for the Grantee's customers.
2. Compliance with Laws. Grantee shall comply with all laws and orders of federal, state, and local governmental agencies that are applicable to the activities conducted on or about the Right of Way area by or on behalf of Grantee.
3. Hazardous Materials. Grantee shall refrain from storing or discharging any hazardous wastes or toxic substances as defined in 42 U.S.C. Section 9601-9657 on the Right of Way area or any other portion of the adjacent property owned by Grantor. Grantee will not use, or permit its contractors to use, the Right of Way at any time in such a manner as to cause a violation of or to give rise to a removal, restoration or other remedial obligation under any statute, rule, ordinance, order, judgment, decree, requirement or common law of any federal, state, local or other governmental entity having jurisdiction over the Right of Way, including, without limitation, the Resource, Conservation and Recovery Act of 1980, 42 U.S.C.6901, et seq., and the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. (collectively, "Environmental Laws"). Grantee shall promptly provide written notice to Grantor of the following if actually discovered by Grantee or brought to Grantee's attention: (1) any potential, threatened or known release of any dangerous or hazardous waste material, element or substance on, under or from the Right of Way; (2) any adverse hazardous environmental condition on or affecting the Right of Way; and (3) any violation of any Environmental Laws affecting the Right of Way, and upon Grantee's receipt of any such notice of the foregoing from any governmental authority. If and when actually discovered by Grantee or brought to Grantee's attention, Grantee shall promptly provide Grantor written notice of any discharges, spillage, contamination, or other mishandling of a hazardous substance on the Right of Way during the term of this Right of Way and any extension thereof. If liable therefore, Grantee's liability for the cost of remediating the same shall be governed by the applicable Environmental Laws and the applicable provisions of the New Mexico Tort Claims Act.
4. Grantee Responsibility - Indemnification. Grantee agrees that Grantor shall have no responsibility for any activity, work, or thing done by Grantee or its employees, agents and

contractors on the Right of Way or other portion of Grantor's Property or any liability resulting therefrom, all of which shall be Grantee's responsibility (including without limitation the design, construction and maintenance of the tanks and infrastructure in the Right of Way), subject to the applicable provisions of the New Mexico Tort Claim Act.

- A. The Grantee shall defend, indemnify, and hold harmless the Grantee (County and its Elected Officials, agents, and employees) from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) that directly or indirectly arise out of the Grantee's actions.
- B. The Grantee agrees that the Grantor shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the Grantor and that such suit will not be settled without the Grantor's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the Grantor and the Grantee in such demand, suit, or cause of action, the Grantor may retain its own counsel to represent the Grantor's interest.
- C. The Grantee's obligations under this section shall not be limited by the provisions of any insurance policy the Grantee is required to maintain under this Right of Way.

5. Insurance.

- A. General Conditions. The Grantee shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Grantee shall procure and maintain during the life of this Right of Way a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed by the Grantee on property the is the subject of this Right of Way; and coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work. The County of Santa Fe shall be a named additional insured on the policy.
- C. Increased Limits. If, during the life of this Right of Way, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Grantee shall increase the maximum limits of any insurance required herein.

6. No Interference. Grantee agrees that its activities and those of its agents and contractors related to use of this Right of Way will not interfere with the recreational purposes of Patent No. 30-2005-099.

7. Restoration and Reclamation. Grantee agrees to restore and otherwise reclaim the land surface of the Right of Way and any other Property disturbed by Grantee, its agents and contractors to pre-construction condition following construction of the water tanks and infrastructure.

8. Miscellaneous.

a) No provision of this Right of Way shall be deemed waived by either party unless such waiver is in writing and signed by the party making such waiver. No custom or practice between the parties in connection with the terms of this Right of Way shall be construed to modify it or waive either party's right to insist upon strict performance of the terms of this Right of Way.

b) This Right of Way contains the entire agreement of the parties hereto with respect to the subject matter of this Right of Way and no representations, inducement, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

c) This Right of Way shall be interpreted under the laws of the State of New Mexico.

d) The parties acknowledge that this Right of Way is the result of negotiations between the parties, and in construing any ambiguity hereunder no presumption shall be made in favor of either party.

e) The headings of this Right of Way have been inserted for convenient references only and are not to be considered in the construction of any provision hereof.

f) This Right of Way may be executed in counterparts that together will be a single instrument.

g) This Right of Way may be modified only by a written document signed and notarized by both parties and recorded in the official records of Santa Fe County, New Mexico.

h) This Right of Way shall at all times be deemed to be and shall be a continuous covenant running with the land and shall be binding upon and in favor of the successors and assigns of the Grantor and Grantee.


GRANTOR

Virginia Vigil, Chair
Santa Fe County Board of County Commissioners

ATTEST

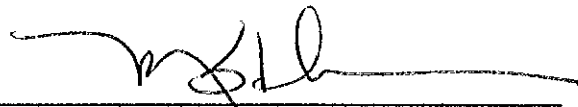
VALERIE ESPINOZA
Santa Fe County Clerk

Approved as to form:



STEPHEN C. ROSS
Santa Fe County Attorney

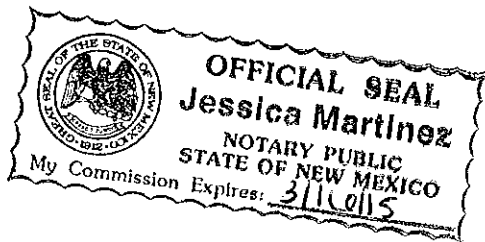
GRANTEE



MUKHTIAR S. KHALSA President
Cuatro Villas Mutual Domestic Water Users Association

STATE OF NEW MEXICO
COUNTY OF SANTA FE

This instrument was acknowledged before me on May 19, 2011, by
Mukhtiar S. Khalsa, on behalf of Cuatro Villas Mutual Domestic Water Users
Association.

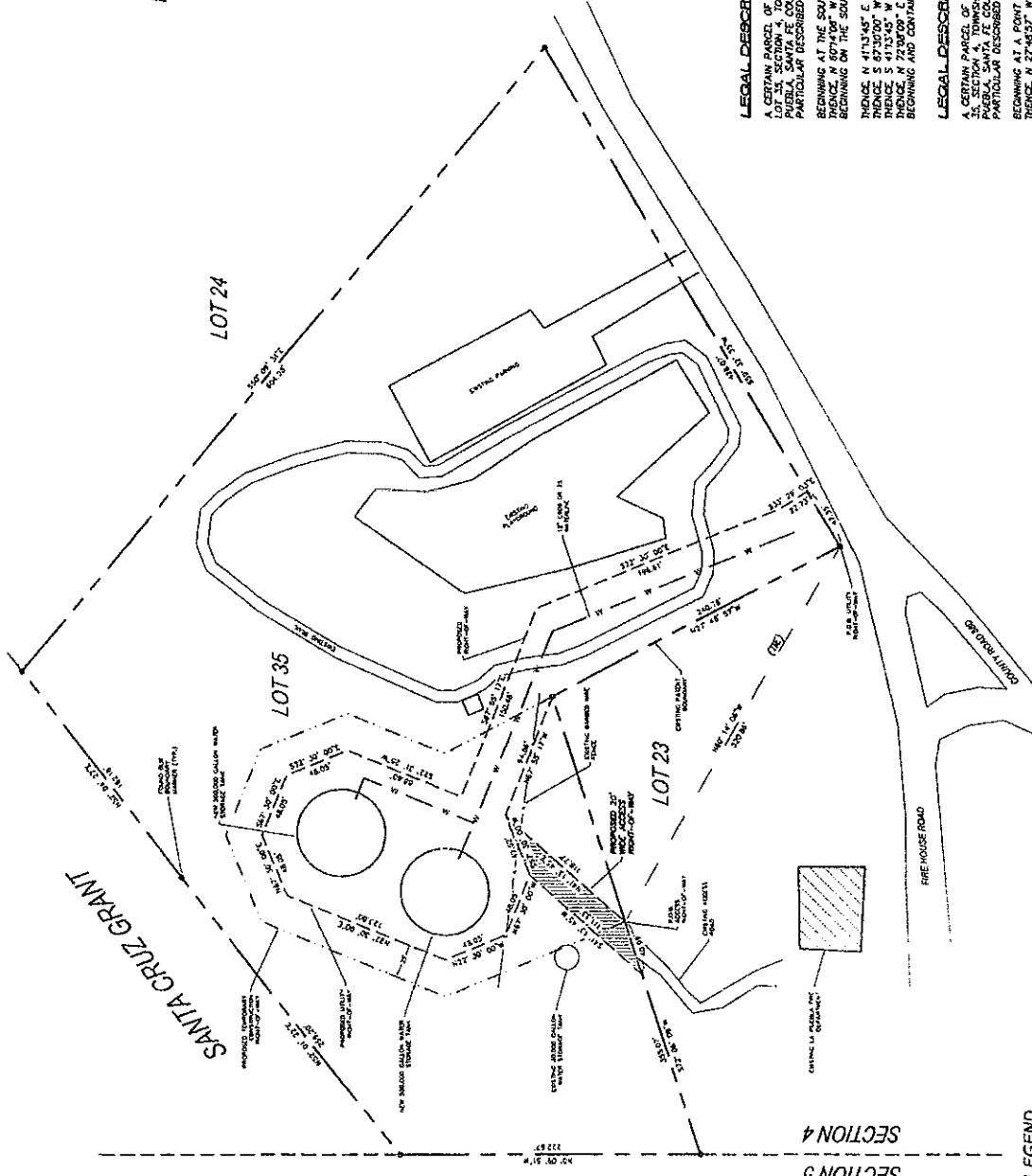
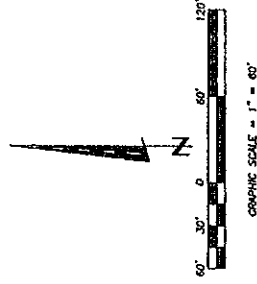




Notary Public

My commission expires: 3/16/15

UTILITY RIGHT-OF-WAY MAP
FOR
LA PUEBLA TANK SITE
WITHIN
LOT 35, SECTION 4, T20N, R9E, N.M.P.M.
VILLAGE OF LA PUEBLA
SANTA FE COUNTY, NEW MEXICO
AUGUST 2010



LEGEND

- FOUND BLM MARKER
- EXISTING PROPERTY LINE
- CHAIN LINK FENCE
- EDGE OF ROAD
- CONCRETE SLAB
- BUILDING OR STRUCTURE
- PROPOSED RIGHT-OF-WAY LINE
- TEMPORARY CONSTRUCTION LINE
- SECTION LINE
- THE TO ACCESS RIGHT-OF-WAY

GENERAL NOTES:

1. COORDINATES ARE IN NEW MEXICO STATE PLANE, CENTRAL ZONE, NAD 83.
2. BASE OF BEARINGS FROM GPS OBSERVATIONS, WAS 84 GEOID.
3. ALL DISTANCES ARE ON THE GROUND.
4. FIELD SURVEY PERFORMED AUGUST 2010.
5. LOT 35 AS SHOWN ON THE DEPENDENT RESURVEY, OFFICIAL PLAT DATED SEPTEMBER 30, 1986.

SURVEYOR'S CERTIFICATION

I, the undersigned Surveyor No. 10882, do hereby certify that this Utility Right-of-Way Map and the related survey on the ground upon which it is based were performed by me or under my direct supervision; that this survey meets the Minimum Standards for Surveying in New Mexico as established by the Board of Surveyors; and that I am a duly licensed Surveyor and that I am true and correct to the best of my knowledge and belief.

William F. Brewster, P.L.S. #10882 Date _____



3451, Condechara Rd. NE, Suite D
Albuquerque, New Mexico 87107-1948
(505) 258-7884 Fax (505) 258-7208
Farmingington - Albuquerque
Santa Fe - Las Cruces - Tucson

LEGAL DESCRIPTION - ACCESS RIGHT-OF-WAY

A CERTAIN PARCEL OF LAND TO BE USED AS AN ACCESS RIGHT-OF-WAY WITHIN LOT 35, SECTION 4, TOWNSHIP 20 NORTH, RANGE 9 EAST, MERIDIAN, VILLAGE OF LA PUEBLA, SANTA FE COUNTY, NEW MEXICO, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST-CORNER OF SAID LOT 35;
THENCE N 60°44'00" W A DISTANCE OF 320.88 FEET TO THE TRUE POINT OF BEGINNING ON THE SOUTHERLY LINE OF LOT 35;
THENCE N 41°34'57" E A DISTANCE OF 118.72 FEET TO A POINT;
THENCE S 67°30'00" W A DISTANCE OF 47.58 FEET TO A POINT;
THENCE S 41°34'57" E A DISTANCE OF 111.33 FEET TO A POINT;
THENCE N 72°30'00" E A DISTANCE OF 40.99 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING 2.429 SQUARE FEET, OR .0005 ACRES, MORE OR LESS.

LEGAL DESCRIPTION - UTILITY RIGHT-OF-WAY

A CERTAIN PARCEL OF LAND TO BE USED AS A UTILITY RIGHT-OF-WAY WITHIN LOT 35, SECTION 4, TOWNSHIP 20 NORTH, RANGE 9 EAST, MERIDIAN, VILLAGE OF LA PUEBLA, SANTA FE COUNTY, NEW MEXICO, AND SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT BEING THE SOUTHWEST-CORNER OF SAID LOT 35;
THENCE N 27°48'57" W A DISTANCE OF 240.78 FEET ALONG THE WESTERLY LINE OF SAID LOT 35;
THENCE N 67°30'17" W A DISTANCE OF 94.06 FEET TO A POINT;
THENCE N 67°30'00" W A DISTANCE OF 48.05 FEET TO A POINT;
THENCE N 22°30'00" W A DISTANCE OF 48.05 FEET TO A POINT;
THENCE N 67°30'00" E A DISTANCE OF 12.86 FEET TO A POINT;
THENCE S 22°30'00" E A DISTANCE OF 44.05 FEET TO A POINT;
THENCE S 67°30'00" E A DISTANCE OF 48.05 FEET TO A POINT;
THENCE S 22°31'25" W A DISTANCE OF 88.80 FEET TO A POINT;
THENCE S 67°30'17" E A DISTANCE OF 150.48 FEET TO A POINT;
THENCE S 33°20'09" E A DISTANCE OF 22.73 FEET TO A POINT ON THE SOUTH PROPERTY LINE OF SAID LOT 35; THENCE S 59°32'35" W A DISTANCE OF 47.53 FEET ALONG THE SOUTH PROPERTY LINE OF SAID LOT TO THE POINT OF BEGINNING AND CONTAINING 368.07 SQUARE FEET, OR 840 ACRES, MORE OR LESS.

PROF. #0219886
WILLIAM F. BREWSTER
STATE OF NEW MEXICO
10882
SURVEYOR

UTILITY RIGHT-OF-WAY
WITHIN LOT 35, SECTION 4,
T20N, R9E, SANTA FE COUNTY

BY DATE
BY DATE

REVISIONS
DESCR. DATE
DESCR. DATE

DATE 8-31-10 DRAWN LOP
CHECKED MFB
SCALE 1" = 60' APPROVED

LOT 35 AS SHOWN ON THE DEPENDENT RESURVEY, OFFICIAL PLAT DATED SEPTEMBER 30, 1986.

SECTION 4

SECTION 5

LA PUEBLA TANK SITE

FIRE HOUSE ROAD

LA PUEBLA TANK SITE

LA PUEBLA TANK SITE

LA PUEBLA TANK SITE

LA PUEBLA TANK SITE

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LA PUEBLA TANK SITE

LA PUEBLA TANK SITE

LA PUEBLA TANK SITE

LA PUEBLA TANK SITE



Memorandum

May 12, 2011

To: Legal

From: Jennifer Jaramillo, Manager's Office

RE: Resolution No. 2009-205 A Resolution Adopting A County
Transparency Policy

Please see the highlighted section of page 2. It currently states we will record our public meetings on three different radio stations. In the past month we have terminated our contracts with KSFR and KDCE. We need to change the language to reflect that we will air on one station and not be specific as to which one. We also should add that we have the Sunshine Portal.

If you have any questions, please call me at x6293.

Thank you,
Jennifer

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

RESOLUTION NO. 2009- 205

A RESOLUTION ADOPTING A COUNTY TRANSPARENCY POLICY

WHEREAS, County government should be transparent because transparency promotes accountability and provides information to the public about County government; and

WHEREAS, County government should be participatory and the County should work to make residents' everyday interactions with County government easier and more transparent by delivering information and services.

IT IS THEREFORE RESOLVED, AS FOLLOWS:

Santa Fe County will solicit public feedback to identify information of greatest use to the public. The County will take appropriate action, consistent with law and policy, to disclose information as quickly as possible in forms the public can readily find and use. When members of the public need information about the County, the County will strive to provide consistent information whether it is accessed by web, phone, email, brochures, or in-person. County departments will establish means for public input and feedback.

Santa Fe County will continue to offer access to information through:

Paper: Documents are available from the Public Records Custodian.

Public Facilities: County information will be made available in public libraries, community centers, senior centers, and County satellite offices.

Summaries: The Public Information Officer will ensure that brief summaries of meetings of the Board of County Commissioners are compiled and made available to the public in a timely manner.

Spanish Translation: The County will work to systematically translate information into Spanish.

Special Needs Accessibility: The County will strive to provide persons with disabilities or other special needs access to public meetings and information.

S F C C L E R K R E C O R D E D 1 0 / 2 8 / 2 0 0 9

Add Postel
1 station

Audio and Video: The County will broadcast and record public meetings live on local radio (KSFR, KDCE, and KSWV) and tv stations (SFG-TV) and make meetings available via recorded Podcasts. The County has entered into an agreement with the City of Santa Fe to broadcast County meetings (live and recorded) and other informational programming on SFG-TV (Comcast Channel 28).

Digital: The County website will contain relevant, useful information (e.g. archives of previous meetings, meeting minutes, ordinances, meeting calendars and agendas, budget information, newsletters, and an Annual Performance Report detailing County expenditures) that is easily accessible. The County will webcast all public meetings in real time and maintain a presence on social media networks (e.g. Twitter and Facebook).

In Person: The County Speakers Bureau provides County officials or staff members to speak to community groups.

Public Information Officer (PIO): The County PIO will be available to assist the public with access to County information and will oversee the information accessibility and transparency improvement process.

Santa Fe County will continue to work with the local community to increase its level of transparency and improve access to information.

APPROVED, ADOPTED, AND PASSED THIS 27th day of October, 2009.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY

By:  _____
Mike Araya, Chair

SFC CLERK RECORDED 10/28/2009

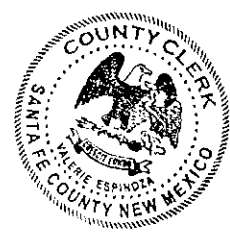
ATTEST.

Valerie Espinoza
Valerie Espinoza, County Clerk



Approved as to form:

Stephen C. Ross
Stephen C. Ross, County Attorney



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 3

I Hereby Certify That This Instrument Was Filed for
Record On The 28TH Day Of October, 2009 at 12:51:48 PM
And Was Duly Recorded as Instrument # 1581404
Of The Records Of Santa Fe County

Deputy *Marcella* _____
Witness My Hand And Seal Of Office
Valerie Espinoza
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 10/28/2009

RESOLUTION NO. 2011- __

A RESOLUTION AMENDING RESOLUTION NO. 2009-205, TO MODIFY THE REQUIREMENTS FOR BROADCASTING OF PUBLIC MEETINGS CONTAINED WITHIN THE COUNTY TRANSPARENCY POLICY

WHEREAS, on October 27, 2009, the Santa Fe County Board of County Commissioners adopted Resolution No. 2009-205, A Resolution Adopting a County Transparency Policy;

WHEREAS, the policy specifies that the County will broadcast and record public meetings live on particular radio stations and tv stations;

WHEREAS, over time the specific radio and television stations utilized may change;

WHEREAS, the County has taken additional measures to improve the delivery of information to the public about County government.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The County Transparency Policy is amended so that the provision titled *Audio and Video* is deleted and replaced with the following provision:

Audio and Video: The County will broadcast and record public meetings live on local radio and television stations and make meetings available via recorded Podcasts. The County has entered into an agreement with the City of Santa Fe to broadcast County meetings (live and recorded) and other informational programming on SFG-TV (Comcast Channel 28)

2. The County Transparency Policy is amended to add the following to the provision titled *Digital*:

The County will maintain on its website the Sunshine Section. The Sunshine Section will at a minimum include information about checks written by the County, contracts entered into by the County, the County's budget, audits and other financial information, packet material from public meetings and employee salaries.

PASSED, APPROVED AND ADOPTED this 31st day of May, 2011.

THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY, NEW MEXICO

By: _____
Virginia Vigil, Chair

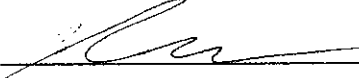
_____ Date

ATTEST

By: _____
Valerie Espinoza, County Clerk

_____ Date

APPROVED AS TO FORM

By:  _____
Stephen C. Ross, County Attorney

Daniel "Danny" Mayfield

Commissioner, District 1

Virginia Vigil

Commissioner, District 2

Robert A. Anaya

Commissioner, District 3



Kathy Holian

Commissioner, District 4

Liz Stefanics

Commissioner, District 5

Katherine Miller

County Manager

Date: May 31st, 2011

To: **Santa Fe County Board of County Commissioners**

Daniel "Danny" Mayfield, District 1

Kathy Holian, District 4

Virginia Vigil, District 2 (Chair Person)

Liz Stefanics, District 5

Robert A. Anaya, District 3

From: Rudy Garcia, Legislative Liaison, Community Services Department

Via: Joseph Gutierrez, Director, Community Services Department

Re: Agreement between Santa Fe County and the New Mexico Aging and Long-Term Services Department for Legislative Appropriations in the amount of \$301,920.06 for the Nambe Senior/Community Center

Background:

Santa Fe County entered into a grant agreement with the N.M. Aging and Long-Term Services Department in 2007. The agreement was to purchase land, plan, design, construct, and equip the Pojoaque Valley Senior and Community Center in Santa Fe County. The amount of the grant agreement was for \$306,999.00.

The 2011 Legislative Session granted an amendment to this grant which included a name change and a time extension until 2013. The grant agreement reauthorizes the balance to the Nambe Senior and Community Center to purchase land for, plan, design, construct, equip and furnish the Nambe Senior and community center and grounds in Santa Fe County. The balance of the grant is \$301,920.06.

Action Requested:

The Community Services Department recommends that the Board approve the grant agreement between Santa Fe County and the New Mexico Aging and Long-Term Services Department for the Nambe Senior/Community Center in the amount of \$301,920.06.

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

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2011, by and between the Aging and Long-Term Services Department, New Mexico, hereinafter called the "Department" or abbreviation such as "ALTSD", and Santa Fe County, hereinafter called the "Grantee". The Effective Date of this Agreement is the date of last signature by both the Department and the Grantee.

RECITALS

WHEREAS, in the Laws of 2011, Chapter 183, 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.

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency), Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) and the Older Americans Act, as amended 1965, may enter into grants and contracts as appropriated by law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

**(11-1200) Nambe Senior and Community Center \$301,920.06
APPROPRIATION REVERSION DATE: 30-JUN-2013**

Laws of 2011, Chapter 183, Section 100, three hundred one thousand nine hundred twenty dollars (\$301,920), reauthorized balance to the Nambe Senior and Community Center to purchase land for, plan, design, construct, equip and furnish the Nambe senior and community center and grounds in Santa Fe county.

The Grantee's total reimbursements shall not exceed the appropriation reauthorization amount of three hundred one thousand nine hundred twenty dollars (\$301,920.06) minus

the allocation for Art in Public Places¹, if applicable, (\$3,101) which equals [three hundred ten thousand one hundred dollars (\$310,100) of the original appropriation amount, hereinafter referred to as “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 herein 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 - Nambe Senior and Community Center reauthorized to purchase land for, plan, design, construct, equip and furnish the Nambe senior and community center and grounds in Santa Fe county. 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
- (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); 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

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).” See, 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.

- 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 Article IX. herein; and
- (v) 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.
 - 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: Santa Fe County
Name: _____
Title: _____
P.O. Box 276
Santa Fe New Mexico 87504
Email: _____
Telephone: _____
FAX: _____

Department: **AGING AND LONG-TERM SERVICES DEPARTMENT**
Address: **2550 CERRILLOS ROAD**
TONEY ANAYA BUILDING
SANTA FE, NM 87505
Telephone: **(505) 476-4799**
FAX: **(505) 476-4836**

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. In the event the designated representative is required to be changed or updated, the Department shall be informed of the new Grantee representative in writing.

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 **6/30/2013** 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

A. 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 lieu of the paper reports described in subparagraphs A and B of this Article, the Department may, in its discretion, require Grantee to 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 the switch to or from paperless reporting. The Department shall also 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.

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; 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.
- (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 15 calendar days from the date of cashing or depositing of the State warrant.

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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Grantee hereby represents and warrants that all of 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 Grantee insures compliance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978. 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, and written approval.
- (v) The Grantee has the legal authority to receive and expend the Project's funds.
- (vi) 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.
- (vii) 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.

- (viii) 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.
- (ix) 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.
- (x) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. 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.
- (xi) The Grantee certifies, to the best of its knowledge and belief, 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.
- (xii) 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.
- (xiii) If this Agreement is for equipment for a senior center or senior services, the Grantee shall be responsible for adhering to the policy on Management and Disposition of Tangible Property provided by the Department if such equipment is no longer usable for its intended purpose.
- (xiv) If this Agreement is for a vehicle or vehicle purchase, the Grantee agrees that the vehicle(s) shall be used for transportation services for senior

citizens and persons with disabilities and in accordance with the appropriation law set forth in this Agreement. When the vehicle(s) are no longer used or needed for its intended purpose and prior to the vehicle(s) disposition, the contractor shall notify the Department and obtain the Department's instructions as to the disposition of the vehicle, including the title of the vehicle. After the Department approves the proposed disposition, the Grantee shall give notification to the State Auditor and the Department at least thirty (30) days prior to its action in making the deletion from its public inventory. In addition, if the Grantee receives any proceeds from the sale of the vehicle(s) all proceeds shall be retained by the senior programs. The Grantee agrees to retain a record of the sale for a minimum of three years.

- (xv) If this Agreement is for improvement or renovation projects, 10%, the Grantee shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 10% of the amount awarded herein.
- (xvi) If this Agreement is for renovation or improvements of an existing senior center building, the Grantee shall ensure for a period of five (5) years from the date hereof, Nambe Senior and Community Center shall be used solely for the purpose of senior citizens and not for any other purpose whatsoever. The Nambe Senior and Community Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
- (xvii) If this Agreement is for construction of a new building as a senior center, the Grantee shall ensure for a period of twenty (20) years from the date hereof, Nambe Senior and Community Center shall be used solely for the purpose of senior citizens and not for any other purpose whatsoever. The Nambe Senior and Community Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.

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 of 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 Santa Fe County may immediately terminate this Agreement by giving Grantee written notice of such termination. The Santa Fe County'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 Santa Fe County or the ALTSD or the State of New Mexico in the event of

immediate or Early Termination of this Agreement by the Santa Fe County or the Department”

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

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a ALTSD Grant Agreement. Should the ALTSD early terminate the grant agreement, the ALTSD may early terminate this contract by providing contractor written notice of such termination. In the event of termination pursuant to this paragraph, the ALTSD only liability shall be to pay contractor or vendor 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.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

Santa Fe County

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By:

Date

Approved as to form
Santa Fe County Attorney
By: [Signature] for Stephen C. Ross
Date: 23 May 2011
[Signature] 5/24/11

EXHIBIT 1
AGING AND LONG-TERM SERVICES DEPARTMENT
MONTHLY STATUS/FINAL REPORT

Grantee: _____
Grant Agreement Number: _____
Grant Amount: _____
Grant Balance: _____

1. Provide a brief description of project.

2. What milestones have been completed by the end of the current quarter?

3. Describe any problems encountered or delays experienced in the implementation and administration of the project.

4. Is this the final status Report?

Additional Comments:

Certification

I hereby certify that to the best of my knowledge and belief that the information contained in this report is correct and true.

Contact Name and Number

Date

**AGING AND LONG-TERM SERVICES DEPARTMENT
CAPITAL OUTLAY DRAW REQUEST**

Request No. _____

Final Request Yes or No
(Please Circle where appropriate)

From: _____

Grantee (As shown on the Grant Agreement)

Address as shown on the executed Grant Agreement:

Reference: Grant Agreement No: _____

Amount of Grant: _____

Amount of this Draw: _____

Description of Project: _____

The Grantee certifies under oath that (1) the amount of this draw request will be to pay costs of the project, to reimburse the Grantee for moneys advanced by it to pay costs of the project; or to advance moneys to the Grantee as allowed by the Grantee for the Construction/Renovation, for the purchase of vehicles, meals equipment, equipment, and furnishings to reimburse for the costs of the projects; otherwise the amount drawn will be returned promptly to the Aging and Long-Term Services Department for deposit in its capital outlay fund account; (2) none of the obligations for which payment is hereby has formed the basis for any payment previously made; and (3) each of the obligations for which payment is requested is or was necessary or appropriate in connection with the project and is a proper charge.

Attached are copies of invoices, warrants, or other appropriate documentation to justify this request.

I certify that this request complies with the policies of the Aging and Long-Term Services Dept.

BY: _____

TITLE: _____

DATE: _____

NOTARY:

Subscribed and sworn to before
me this ____ day of _____,
20__.

Notary Public

Commission Expires

*****ALTS D APPROVAL Only:* _____****

****THIS IS A TRUE COPY OF A VALID ORIGINAL INVOICE, WHICH IS NOT AVAILABLE.
ACCOUNTING RECORDS HAVE BEEN CHECKED AND AMOUNT IS DUE****