

**SANTA FE COUNTY  
RESOLUTION 2024- 171**

**A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM**

Whereas, the Board of County Commissioners meeting in regular session on December 9, 2024, did request the following budget adjustment:

Department / Division Growth Management Department/Planning

Budget Adjustment Type (drop down): Other Fiscal Year: 2025 (July 1, 2024 - June 30, 2025)

**BUDGETED REVENUES: (use continuation sheet, if necessary)**

| FUND CODE XXX | DEPARTMENT DIVISION XXX | ACTIVITY BASKET XXX | ELEMENT OBJECT XXX | LINE DESCRIPTION  | INCREASE AMOUNT | DECREASE AMOUNT |
|---------------|-------------------------|---------------------|--------------------|---|-----------------|-----------------|
| 101           | 0539                    | 372                 | 14-01              | Land Use / Rio En Medio Watershed - Dept. of Agriculture - NCRS | \$ 262,504      |                 |
| <b>Total</b>  |                         |                     |                    |   | \$ 262,504      | \$ -            |

**BUDGETED EXPENDITURES: (use continuation sheet, if necessary)**

| FUND CODE XXX | DEPARTMENT DIVISION XXX | ACTIVITY BASKET XXX | ELEMENT OBJECT XXX | LINE DESCRIPTION                      | INCREASE AMOUNT | DECREASE AMOUNT |
|---------------|-------------------------|---------------------|--------------------|---------------------------------------|-----------------|-----------------|
| 101           | 0539                    | 444                 | 50-03              | Services - Contractual / Professional | 262,504         |                 |
| <b>Total</b>  |                         |                     |                    |                                       | \$ 262,504      | \$ -            |

Requesting Department Approval: Maxx PL Hendren Title: Capital Planning Team Leader

Capital/Grants Approval: [Signature] Date: 12/3/2024

Finance Dept Approval: [Signature] Date: 12/3/2024

County Mgr Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Date: 11/19/2024 Log # 32

Budget Administrator: [Signature] 12/3/2024

Entered by: \_\_\_\_\_ Date: \_\_\_\_\_

Updated by: \_\_\_\_\_ Date: \_\_\_\_\_

**SANTA FE COUNTY  
RESOLUTION 2024- 171**

**DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT**

**(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)**

Please summarize the request and its purpose in the area below.  
 Santa Fe County (SFC) has received USDA/NRCS Rio en Medio Emergency Watershed Protection Project #5042-001 / 2025-0115 GM KS. Project Title - EWP Project 5042, NM, Santa Fe County, DSR 35-03-23-5042-001.

This grant will be utilized for landowners in Rio en Medio due to the 2022 Medio floods as identified in the Damage Survey Report. The proposed recovery measures include the following key mitigation steps for an estimated amount of \$300,000:

- Installation of a barrier covering 130 linear feet and a diversion extending over 390 linear feet
- Installation of gabions across 138 acres
- Construction of revetment or other fences over 200 acres
- Rock riprap installation over 60 acres
- Sediment removal will cover 1016.9 cubic
- Removal of woody debris over 2161 cubic yards

The USDA/NRCS/EWP federal funds award is \$262,503.75. The grant requires a 25% match in the amount of \$87,501.25. The matching funds will come from the Grants – Temporary Employees & Matching Requirements budget set-aside.

The County contracted with Santa Fe-Pojoaque Soil and Water Conservation District (District) to act as the fiscal agent for the project. The District is to be paid an administrative fee of 5% of the sum of the grant award and the County's match. The Grants – Temporary Employees & Matching Requirements budget set-aside will be used to pay the District \$17,500. The total amount of the budget set-aside being used on the project is \$106,435 including GRT, being utilized from the General Fund.

|   |                  |                      |
|---|------------------|----------------------|
| <b>Is this Budget Action for a Recurring or Non Recurring Expense(one-time)</b> | <b>Recurring</b> | <b>Non-Recurring</b> |
|   | Yes              | No                   |
|   | X                | X                    |

**A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy**

**B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. 2024-0115 GM-KS USDA NRCS EWP Project # 5042-001**

X

**C. Is this request a result of Commission action? IF YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)**

X

**D. Is a match required? If Yes, please identify funding source in the line below.**

X

| PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW |             |          |  |
|---|-------------|----------|--|
| FUND  | DESCRIPTION | ACTIVITY | REMARKS                                  |
| 101   | 0539        | 412      | 70-90 Services Contractual/ Professional |
|   |             |          | RECORDED                                 |
|   |             |          | AMOUNT                                   |
|   |             |          | \$ 87,501.00                             |
|   |             |          | YES                                      |

SANTA FE COUNTY  
RESOLUTION 2024- 171

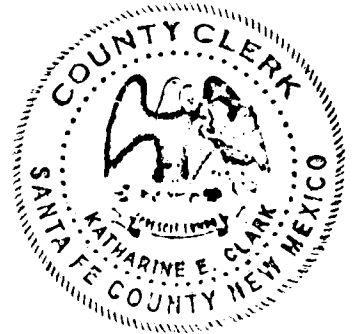
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 9<sup>th</sup> Day of December, 2024.

Santa Fe Board of County Commissioners

*Hank Hughes*  
Hank Hughes, Chairperson

ATTEST:  
*Katharine E. Clark*  
Katharine E. Clark, County Clerk



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
BCC RESOLUTIONS  
PAGES: 14

I Hereby Certify That This Instrument Was Filed for Record On The 10TH Day Of December, 2024 at 01:56:02 PM And Was Duly Recorded as Instrument # 2048545 Of The Records Of Santa Fe County

Deputy *Katharine E. Clark* Witness My Hand And Seal Of Office  
Katharine E. Clark  
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 12/10/2024



**EXHIBIT  
B**

SFC Agreement No. 2024-0115-GM/KS

NRCS-ADS-093

U.S. Department of Agriculture  
Natural Resources Conservation Service


**NOTICE OF GRANT AND AGREEMENT AWARD**

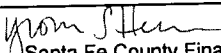
|  |  |   |  |   |   |  |  |
|--|--|---|--|---|---|--|--|
| 1. Award Identifying Number<br>NR248C30XXXXC001  |  | 2. Amendment Number   |  | 3. Award /Project Period<br>Date of NRCS signature -<br>04/07/2024  |   | 4. Type of award instrument:<br>Cooperative Agreement  |  |
| 5. Agency (Name and Address)<br><br>Natural Resources Conservation Service<br>100 Sun Avenue N.E., Suite 602<br>Albuquerque, NM 87109  |  |   |  | 6. Recipient Organization (Name and Address)<br><br>SANTA FE, COUNTY OF<br>PO BOX 276<br>SANTA FE NM 87504-0276<br><br>UEI Number / DUNS Number: DANEJBLFKHY4 / 053297131<br>EIN: |   |  |  |
| 7. NRCS Program Contact<br><br>Name: KENNETH BRANCH<br>Phone: (505) 761-4454<br>Email: kenneth.branch@usda.gov   |  | 8. NRCS Administrative Contact<br><br>Name: MOIRA SANFORD<br>Phone: (614) 255-2495<br>Email: moira.sanford@usda.gov |  | 9. Recipient Program Contact<br><br>Name: Maxx Hendren<br>Phone: (505) 995-2737<br>Email: mhendren@santafecountynm.gov  |   | 10. Recipient Administrative Contact<br><br>Name: Maxx Hendren<br>Phone: (505) 995-2737<br>Email: mhendren@santafecountynm.gov |  |
| 11. CFDA<br>10.923   |  | 12. Authority<br>33 U.S.C. 701b-1   |  | 13. Type of Action<br>New Agreement   |   | 14. Program Director<br><br>Name: Leandro Cordova<br>Phone: (505) 995-9517<br>Email: lcordova@santafecountynm.gov              |  |
| 15. Project Title/ Description: EWP Project 5042, NM, County of Santa Fe, DSR 35-03-23-5042-001, debris removal and bank stabilization due to Rio En Medio flood, 6000029458 |  |   |  |   |   |  |  |
| 16. Entity Type: B = County Government   |  |   |  |   |   |  |  |
| 17. Select Funding Type  |  |   |  |   |   |  |  |
| Select funding type:   |  | <input checked="" type="checkbox"/> Federal   |  |   | <input checked="" type="checkbox"/> Non-Federal |  |  |
| Original funds total   |  | \$262,503.75  |  |   | \$87,501.25                                     |  |  |
| Additional funds total   |  | \$0.00  |  |   | \$0.00  |  |  |
| Grand total  |  | \$262,503.75  |  |   | \$87,501.25                                     |  |  |
| 18. Approved Budget  |  |   |  |   |   |  |  |

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|                   |              |                             |              |
|-------------------|--------------|-----------------------------|--------------|
| Personnel         | \$0.00       | Fringe Benefits             | \$0.00       |
| Travel            | \$0.00       | Equipment                   | \$0.00       |
| Supplies          | \$0.00       | Contractual                 | \$0.00       |
| Construction      | \$262,503.75 | Other                       | \$0.00       |
| Total Direct Cost | \$262,503.75 | Total Indirect Cost         | \$0.00       |
|                   |              | Total Non-Federal Funds     | \$87,501.25  |
|                   |              | Total Federal Funds Awarded | \$262,503.75 |
|                   |              | Total Approved Budget       | \$350,005.00 |

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

|  |   |                   |
|--|---|-------------------|
| Name and Title of Authorized Government Representative<br>J. Xavier Montoya<br>State Conservationist | Signature<br><b>JUAN MONTOYA</b><br>Digitally signed by JUAN MONTOYA<br>Date: 2023.11.07 10:44:35 -07'00'   | Date              |
| Name and Title of Authorized Recipient Representative<br>Gregory Shaffer<br>County Manager           | Signature <br>Approved as to form by Roberta D. Joe, Assistant County Attorney for J.Y., Santa Fe County Attorney 10/23/2023 | Date<br>11/5/2023 |

  
Santa Fe County Finance 11/2/2023

**NONDISCRIMINATION STATEMENT**

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

**PRIVACY ACT STATEMENT**

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

### Purpose

The purpose of this agreement is for the United States Department of Agriculture, Natural Resources Conservation Service, hereinafter referred to as the "NRCS," to provide technical and financial assistance to Santa Fe County, hereinafter referred to as the "Sponsor," for EWP Project # 5042-001 in Santa Fe County, New Mexico for implementation of recovery measures, that, if left undone, pose a risk to life and/or property

### Objectives

The design and installation of EWP measures as detailed in the individual Damage Survey Reports (DSR) and described here:

- DSR 35-03-23-5042-001- sediment removal and stream bank restoration along the Rio en Medio River, Santa Fe County, New Mexico

### Budget Narrative

The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award.

Amounts included in this budget narrative are estimates. Reimbursement will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$350,005.00  
The budget includes:

Financial Assistance (FA) Costs:

Construction Costs (75% NRCS \$262,503.75 + 25% Sponsor \$87,501.25): \$350,005.00

1. NRCS pays up to 75 percent of eligible construction costs and Sponsor pays 25 percent of construction costs. NRCS will contribute up to 75 percent of the total construction cost for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.
2. NRCS funding for this project is provided to the Sponsor as financial assistance (FA). FA costs are associated with construction activities. These expenditures shall be accounted for separately in order for expenses to be eligible for reimbursement.
3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the-ground construction costs, subject to above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment and materials.
4. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

### Responsibilities of the Parties:

#### SPONSOR RESPONSIBILITIES

If inconsistencies arise between the language in the Statement of Work (SOW) in the agreement and the general terms and conditions, the language in the SOW takes precedence.

1. Perform the work and produce the deliverables as outlined in this Statement of Work.
2. Comply with the applicable version of the General Terms and Conditions.
3. Accomplish construction of the EWP project measures by contracting, in-kind construction services, or a combination

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of both.

4. Ensure and certify by signing this agreement that its cost share obligation is from a non-Federal source.

5. Acquire adequate real property rights (land and water), permits and licenses in accordance with local, state, and Federal laws necessary for the installation of EWP project measures at no cost to NRCS prior to construction. This includes any rights associated with required environmental mitigation. Costs related to land rights and permits are the Sponsor's responsibility and ineligible for reimbursement.

6. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits and licenses needed for the Project.

7. Provide the agreed-to portion of the actual, eligible and approved construction cost. These costs may be in the form of cash, in-kind construction services, or a combination of both. Final construction items that are eligible construction costs will be agreed upon during the pre-design conference. These costs consist of costs from contracts awarded to contractors and eligible Sponsor in-kind construction costs for materials, labor, and equipment. The Sponsor shall provide NRCS documentation to support all eligible construction costs. Construction costs incurred prior to the Sponsor and NRCS signing this agreement are ineligible and will not be reimbursed.

8. Be responsible for 100 percent of all ineligible construction costs and 100 percent of any unapproved upgrade to increase the level of protection over and above that described in the DSR.

9. Account for and report FA expenditures in order for expenses to be eligible for reimbursement.

10. The contracts for design services and construction described in this Agreement shall not be awarded to the Sponsor or to any firm in which any Sponsor's official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms. Reference 2 CFR § 200.318 regarding standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

11. For in-kind construction services (materials, labor, and/or equipment supplied by the Sponsor), develop a Plan of Operations describing the construction services to be performed including estimated quantities and values. The Plan of Operations shall be concurred in by NRCS at the pre-design conference. In-kind construction services for equipment shall not exceed published FEMA equipment rates unless otherwise documented and concurred in advance by NRCS.

12. The following documentation is required to support the Sponsor's request for reimbursement of in-kind construction services:

- a. Invoices covering actual costs of materials used in constructing the eligible EWP project measures.
- b. Records documenting the type, quality, and quantities of materials actually used in constructing the eligible EWP project measures.
- c. Daily time records for each employee showing name, classification, wage rate, hours, and dates actually employed for constructing the eligible EWP project measures.
- d. Equipment operating records showing the type and size of equipment, hourly rate, actual hours of operation and dates used to install the eligible EWP project measures. Equipment idle time is not eligible in-kind construction services, even if on the job site, and should not be included in the equipment operating records.

13. Ensure that any special requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.

14. The Sponsor must secure at its own expense all Federal, State, and local permits and licenses necessary for completion of the work described in this agreement as well as any necessary natural resource rights and provide copies of all permits and licenses obtained to NRCS.

15. Will arrange and pay for any necessary location, removal, or relocation of utilities. EWP program regulations prohibit NRCS from reimbursing the Sponsor or otherwise paying for any such costs; nor do the costs qualify as a Sponsor cost-share contribution.

16. Ensure that technical and engineering standards and specifications of NRCS are adhered to during construction of the Project, as interpreted by NRCS Program/Technical Contact. Provide NRCS Program/Technical Contact progress reports as necessary and agreed to. Progress reports should include technical on-site inspections of work accomplished for the period, work planned, results of material tests, deficient work products and/or tests with corrective actions taken, modifications anticipated, technical problems encountered, contractual issues and other relevant information.

17. Ensure that all contractors on NRCS assisted projects are performing their work in accordance with OSHA

regulations and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). The Sponsor is responsible for periodically checking the contractor's compliance with safety requirements.

18. Provide PE-certified as-built drawings and quantities for the project. A copy of the as-built drawings will be submitted to the NRCS Program/Technical Contact.

19. Pay the contractor(s) for all work performed in accordance with the agreement and submit a SF 270, "Request for Advance and Reimbursement," with all documentation to support the request. Payments will be withheld until all required documentation is submitted and complete.

20. Ensure that information in the System for Award Management (SAM) is current and accurate until the final financial report (SF-425) under this award or final payment is received, whichever is later.

21. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this Agreement. This includes, but is not limited to disputes, claims, protests of award, source evaluation, and litigation that may result from the Project. Such actions will be at the expense of the Sponsor, including any legal expenses. The Sponsor will advise, consult with, and obtain prior written concurrence of NRCS on any litigation matters in which NRCS could have a financial interest.

22. Sponsor must indemnify and hold NRCS harmless to the extent permitted by State law for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the Sponsor in connection with its acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement. Further, the Sponsor agrees that NRCS will have no responsibility for acts and omissions of the Sponsor, its agents, successors, assigns, employees, contractors, or lessees in connection with the acquisition and management of the Emergency Watershed Protection Program pursuant to this agreement that result in violation of any laws and regulations that are now or that may in the future become applicable.

23. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the final request for reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcriptions.

24. Submit reports and payment requests to the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. For payments ezFedGrants does not have a process for construction line items. Reporting frequency is as follows:

Performance reports: annual

SF425 Financial Reports: annual

#### NRCS RESPONSIBILITIES

1. Assist Sponsor in establishing design parameters; determine eligible construction costs during the pre-design conference.
2. If applicable designate a Government Representative (GR) to serve as liaison with the Sponsor and identify that person's contact information with this executed agreement.
3. Review, comment and concur in preliminary and final plans, specifications, O&M Plan, Plan of Operations (if required) and QAP.
4. Make periodic site visits during the installation of the EWP project measures to review construction progress, document conformance to engineering plans and specifications, and provide any necessary clarification on the Sponsor's responsibilities.
5. Upon notification of the completion of the EWP project measures, NRCS shall promptly review the performance of the Sponsor to determine if the requirements of this agreement and fund expenditures as agreed have been met.
6. Make payment to the Sponsor covering NRCS' share of the cost upon receipt and approval of Form SF-270 and supporting documentation, withholding the amount of damages sustained by NRCS as provided for in this agreement. In the event there are questions regarding the SF 270 and supporting documentation, NRCS will contact the Sponsor in a

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timely manner to resolve concerns.

## **SPECIAL PROVISIONS**

1. The furnishing of financial, administrative, and/or technical assistance above the original funding amount by NRCS is contingent on there being sufficient unobligated and uncommitted funding in the Emergency Watershed Protection Program that is available for obligation in the year in which the assistance will be provided. NRCS may not make commitments in excess of funds authorized by law or made administratively available. Congress may impose obligational limits on program funding that constrains NRCS's ability to provide such assistance.
2. In the event of default of a construction contract awarded pursuant to this agreement, any additional funds properly allocable as construction costs required to ensure completion of the job are to be provided in the same ratio as construction funds are contributed by the parties under the terms of this agreement. Any excess costs including interest resulting from a judgment collected from the defaulting contractor, or his or her surety, will be prorated between the Sponsor and NRCS in the same ratio as construction funds are contributed under the terms of the agreement.
3. Additional funds, including interest properly allocable as construction costs as determined by NRCS, required as a result of decision of the CO or a court judgment in favor of a claimant will be provided in the same ratio as construction funds are contributed under the terms of this agreement. NRCS will not be obligated to contribute funds under any agreement or commitment made by the Sponsor without prior concurrence of NRCS.
4. The State Conservationist may make adjustments in the estimated cost to NRCS set forth in this agreement for constructing the EWP measures. Such adjustments may increase or decrease the amount of estimated funds that are related to differences between such estimated cost and the amount of the awarded contract or to changes, differing site conditions, quantity variations, or other actions taken under the provisions of the contract. No adjustment will be made to change the cost sharing assistance provided by NRCS as set forth in this agreement, nor reduce funds below the amount required to carry out NRCS' share of the contract.
5. NRCS, at its sole discretion, may refuse to cost share should the Sponsor, in administering the contract, elect to proceed without obtaining concurrence as set out in this agreement.
6. Once the project is completed and all requests for reimbursement submitted, any excess funding remaining in the agreement will be de-obligated from the agreement.

## **Expected Accomplishments and Deliverables**

1. Prepare design, construction specifications, and drawings in accordance with standard engineering principles that comply with NRCS programmatic requirements; and/or contract/install the designed construction. Any design services will be by a professional registered engineer. Sponsor will obtain NRCS review and concurrence on the design, construction plans, and specifications. The Sponsor must ensure description of work is reviewed, concurred, and approved by NRCS. A copy of the final signed and sealed plans and specifications shall be provided to NRCS.
2. Contract for services and construction in accordance with the Code of Federal Regulations (CFR), 2 CFR § 200.317 through 200.327, applicable State regulations, and the Sponsor's procurement regulations, as appropriate. (See general terms and conditions attached to this agreement for a link to the CFR.) In accordance with 2 CFR § 200.327, contracts must contain the applicable provisions described in Appendix II to Part 200. Davis-Bacon Act would not apply under this Federal program legislation.
3. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns as well as copies of all permits, licenses, and other documents required by Federal, state, and local statutes and ordinances prior to solicitation for installation of the EWP project measures. All modifications to the plans and specifications shall be reviewed and concurred on by NRCS.
4. Prepare and submit for NRCS concurrence an Operation and Maintenance (O&M) Plan, if applicable, prior to commence of work. The O&M Plan shall describe the activities the Sponsor will do to ensure the project performs as designed. Upon completion of the project measures, the Sponsor shall assume responsibility for O&M.
5. Prior to commencement of work and/or solicitation of bids, submit for NRCS review and concurrence a Quality Assurance Plan (QAP). The QAP shall outline technical and administrative expertise required to ensure the EWP project measures are installed in accordance with the plans and specifications, identify individuals with the expertise, describe items to be inspected, list equipment required for inspection, outline the frequency and timing of inspection (continuous or periodic), outline inspection procedures, and record keeping requirements. A copy of the final QAP shall be provided

to NRCS prior to commencement of construction.

6. Provide construction inspection in accordance with the QAP.

7. Arrange for and conduct final inspection of completed project with NRCS to determine whether all work has been performed in accordance with contractual requirements. Provide a PE certification that the Project was installed in accordance with approved plans and specifications.

### **Resources Required**

See the Responsibilities of the Parties section for required resources, if applicable.

### **Milestones**

Milestones shall include, but not limited to, the following items:

1. Obtaining permits: end of 2023
2. Completing quality assurance plan: End 2023
3. Solicit bids: Early 2024
4. Award contract: Early 2024
5. Date of estimated completion of construction: early 2024
6. Complete close-out activities: 2024

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## **GENERAL TERMS AND CONDITIONS**

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:  
<https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html>

**Grants and Agreements Division (GAD) Submission Memo (GADSUM5)  
 Recipient Request and Amendment for a No-Cost Extension of NRCS EWPP Cooperative Agreement**

1. Event name Rio en Medio 2. Agreement # NR248C30XXXXC001  
 3. Recipient/Sponsor Santa Fe County 4. State NM 5. Amendment # 1  
 6. Project # 5042 7. Current period of performance 11/07/2023 to 04/07/2024  
 8. Number of calendar days for this extension 365 9. New proposed end date 04/07/2025  
 10. Disaster Date 10/07/2022

11. The following documentation is either attached - (A) or described in block 17 - (B) and both NRCS and the sponsor concur: A

- B
- 12. Sponsor request for time extension is attached.
  - 13. The reasons that construction will not be complete within the required time limit.
  - 14. Progress to date and a revised schedule for the outstanding milestones and deliverables.
  - 15. An NRCS determination that the waiver is in the best interest of the Federal Government.
  - 16. An outline of the additional resources the sponsor and STC will direct to accomplish the milestones and deliverables according to the project schedule.

17. Narrative for above documentation if not attached. / Notes

The County is writing to request a time extension. To successfully complete this project, the County is requesting an additional year. They are still working out the Agreement, the designs are getting finalized, and the winter season in Rio en Medio makes for unsafe work conditions. They are positive that by the time the winter clears the County will have navigated the Agreement and designs will be complete, reviewed and agreed upon. NRCS has determined that the waiver is in the best interest of the government. No additional resources will be required.

STC CHECK RECORDED 12/10/2024

Signatures showing concurrence (Digital Signatures only.)

18. Agency Program / Technical Contact  
**KENNETH BRANCH** Digitally signed by KENNETH BRANCH  
 Date: 2024.03.05 14:46:56 -07'00'

19. State Conservationist  
**Juan Xavier Montoya** Digitally signed by Juan Xavier Montoya  
 Date: 2024.03.05 14:48:48 -07'00'


Obtain block 20 signature, if applicable, prior to GAD Submission

20. Regional Conservationist Concurrence  
**ASTOR BOOZER** Digitally signed by ASTOR BOOZER  
 Date: 2024.03.06 07:54:57 -05'00'

(Required if, the new proposed end date of 04/07/2025  
 is past 01/05/2023 for exigent or 04/07/2024 for non-exigent)  
 These fields are auto-populated and can't be edited

21. Grants and Agreements Division Concurrence  
**MOIRA SANFORD** Digitally signed by MOIRA SANFORD  
 Date: 2024.03.07 11:51:51 -05'00'

22. Headquarters Program Approval

 Digitally signed by RALPH SMITH  
 Date: 2024.03.14 19:36:37 -04'00'

The time limit waiver is Granted

(Required if, the new proposed end date of 04/07/2025  
 is past 01/05/2023 for exigent or 04/07/2024 for non-exigent)  
 These fields are auto-populated and can't be edited

This document serves as the fully executed amendment to this agreement. Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

## GADSUM5 Program Attachment

1. Event name Rio en Medio 2. Agreement # NR248C30XXXXC001  
 3. Recipient/Sponsor Santa Fe County 4. State NM 5. Amendment # 1  
 6. Project # 5042 7. Current period of performance 11/07/2023 to 04/07/2024  
 8. Number of calendar days for extension 365 9. New proposed end date 04/07/2025  
 10. Disaster Date 10/07/2022  
 11. Associated DSRs for this Amendment

35-03-23-5042-001

**12. Previous extension amendments time table**

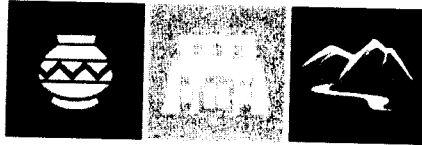
| Previous Time Extension Amd # | Days of Extension | Revised Expiration Date | Granted by | Reason for Extension |
|-------------------------------|-------------------|-------------------------|------------|----------------------|
|                               |                   |                         |            |                      |
|                               |                   |                         |            |                      |
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|   |  |   |            |
|---|--|---|------------|
| 13. Performance time of the original agreement, before any amendments, in calendar days |  | Total performance time for agreement including this amendment, in calendar days | <b>365</b> |
|---|--|---|------------|

**Justin S. Greene**  
*Commissioner, District 1*

**Anna Hansen**  
*Commissioner, District 2*

**Camilla Bustamante**  
*Commissioner, District 3*



**SANTA FE COUNTY**

**Anna T. Hamilton**  
*Commissioner, District 4*

**Hank Hughes**  
*Commissioner, District 5*

**Gregory S. Shaffer**  
*County Manager*

March 5, 2024

Aaron Reynolds  
EWP Program Manager  
100 Sun Avenue N.E., Suite 602  
Albuquerque, New Mexico 87109

Re: Time Extension for NRCS EWPP Grant

Dear Mr. Reynolds,

Santa Fe County's (County) agreement with the United States Department of Agriculture (USDA), Natural Resources Conservation Services (NRCS), Emergency Watershed Protection Program (EWPP) initiated with the Board of County Commissioners (Board) special meeting on August 14, 2023, when the Board approved and the County was awarded the EWP funds. The grant agreement was completed, contacts made with landowners, engineers met with landowners, and the designs are getting finalized.

The NRCS approved a Memorandum of Agreement (Agreement) for services between the County and the Santa Fe-Pojoaque Soil and Water Conservation District (SWCD). The Agreement will allow the County to pay the SWCD for the completion of the project as a lump-sum, and the SWCD would provide invoices to the County to seek reimbursement from NRCS.

The County and the SWCD are still working out the Agreement, as the engineers are finalizing the designs for each landowner and the winter season is concluding.

The County is writing to request a time extension. To successfully complete this project, the County is requesting an additional year. We are optimistic that by the time the winter clears, the County will have navigated the Agreement and designs will be complete, reviewed and agreed upon.

Sincerely,

  
Gregory S. Shaffer  
County Manager

cc: Leandro R. Cordova, SFC Deputy County Manager  
Maxx PL Hendren, Capital Planning Team Leader

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX:  
505-995-2740 [www.santafecountynm.gov](http://www.santafecountynm.gov)

SFC CLERK RECORDED 12/10/2024

