A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM Whereas, the Board of County Commissioners meeting in regular session on Desember 9, 2024, did request the following budget adjustment: Department / Division		A RESOLUTION REQUESTION   Property
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## BUDGET ADJUSTMENT REQUEST FORM

## Fiscal Year 2025 (July 1, 2024 Through June 30, 2025)

CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

BUDGETED EXPENDITURES: (use continuation sheet if necessary)

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313	1471	484	80-11	San Juan/Chama Return Flow / Infractmicture		
305	1471	484	80-11	San Juan/Chama Bettern Flore / 11.1.6.	2,140,000	
305	7708	483	80-10	SE Diver Canada Actual Flow / Infrastructure Cap Srves		2,140,000
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313	1434	107	01-00	TOTAL DUIK Water / Infrastructure	209,991	
;		+0+	80-11	Hondo Bulk Water / Infrastructure Cap Srvcs	144 035	
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305	2325	436	50-03			
305	2322	436	6	Stock fillit froduction / Professional Services	500,000	
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Š,	2324	436	50-03	Amador Marketing / Professional Services	220,000	
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## BUDGET ADJUSTMENT REQUEST FORM

## Fiscal Year 2025 (July 1, 2024 Through June 30, 2025)

CONTINUATION SHEET

BUDGETED REVENUES: (use continuation sheet, if necessary)

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BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

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# DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

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

mber 31, 2024, deadline. After conferring with the the County obligate the funds by the deadline. The in these areas, funding is being swapped as allowed by	Recurring Non-Recurring	X	Yes	Х		X		X	X		×	
Please summarize the request and its purpose in the area below.  Some projects that were initially budgeted for utilizing ARPA funds will not be ready to move forward by the December 31, 2024, deadline. After conferring with the departments with unused funds, we are requesting ARPA funds be reallocated to projects and services that will help the County obligate the funds by the deadline. The reallocation of the ARPA funds will not have an impact on the projects listed below as funding is no longer needed in these areas, funding is being swapped as allowed by the substituting funding source, or new funding is being added to projects losing ARPA funds.	Is this Budget Action for a Recurring or Non Recurring Expense(one-time)			Does this request impact a revenue source?	A. Is this a State Spacial Appropriations 15V.	e come openial appropriation: 11 1 es, cité statute and attach a copy	B. Does this include state or federal fundes 15 VEC 11	issue of tractal fullus? If E.S., please cite and attach a copy of statute, if a	in the specific of commission action? If YES, please cite and attach a copy of supporting	D. Is a match required? If Yes please identify, finding	The state of the s	PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW
-	7		**	,								

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.

ABDROAM COUNTY COUNTY ARINE EXTENSION OF THE PROPERTY OF THE P

Day of DOCUMPE Approved, Adopted, and Passed This

Santa Fe Board of County Commissioners

Hank Huges, Chairperson

S AA

Katharine E. Clark, County Clerk

COUNTY OF SANTA FE STATE OF NEW MEXICO

BCC RESOLUTIONS PAGES: 22 I Hereby Certify That This Instrument Was Filed for Record On The 10TH Day Of December, 2024 at 02:19:47 PM And Was Duly Recorded as Instrument # 2048555 Of The Records Of Santa Fe County

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

### Sam L. Montoya

Sent:

Thursday, November 10, 2022 2:00 PM

To:

Sam L. Montoya

Subject:

RE: [Sender\_Unverified] ARPA - Local Fiscal Recovery Funds Agreement

### Warning:

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hello,

Thank you for your inquiry. To access the award terms, please login to the Treasury Submission Portal at <a href="https://portal.treasury.gov/cares/s/slt">https://portal.treasury.gov/cares/s/slt</a>, and select the icon under "Download."



Once the "Download" icon is selected, the user will be prompted to the following screen where the award terms are available.



If you have questions about the <u>Treasury Submission Portal</u> or for technical support, please email <u>covidreliefitsupport@treasury.gov</u>. If you have general questions about the Coronavirus State and Local Fiscal Recovery Funds please email <u>SLFRF@treasury.gov</u>.

### Regards,

U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund

Email: <u>SLFRF@treasury.gov</u> <u>Treasury's Portal - Login.gov</u> <u>Treasury's Portal - ID.me</u>

----- Original Message -----

From: Sam L. Montoya [slmontoya@santafecountynm.gov]

Sent: 11/10/2022 1:19 PM To: slfrf@treasury.gov

Subject: [Sender\_Unverified] ARPA - Local Fiscal Recovery Funds Agreement

\*\* Caution: External email. Pay attention to suspicious links and attachments. Send suspicious email to suspect@treasury.gov \*\*

Good Afternoon,

My name is Samuel Montoya and I am an Accountant with Santa Fe County in New Mexico. We received \$29.2M in ARPA funding directly to Santa Fe County.

Our County Manager signed the ARPA Agreement titled "Coronavirus State and Local Fiscal Recovery Funds" with an Assistance Listing Number of 21.019. Our auditors informed us that the Assistance Listing Number was incorrect. When we investigated further we discovered we should have signed "Coronavirus Local Fiscal Recovery Funds" with an Assistance Listing Number of 21.027. Our auditors are asking if we can get a corrected agreement; is this possible? Also of note, we have changed County Manager's since the original agreement was signed on 5/21/2021.

You can contact me via email or phone.

Thank you for your assistance,

### SAMUEL L. MONTOYA

Capital and Grants Manager

**Finance Division** 

(505) 986-6323





OMB Approved No. 1505-0271 Expiration Date: 11/30/2021

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Santa Fe County	DUNS Number: 053297131 Taxpayer Identification Number: 856000073 Assistance Listing Number and Title: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipients hereby agrees, as a condition to rece	iving such payment from Treasury, agrees to the terms attached hereto.
Recipient:	y, gave and terms unuaried liercio.
Authorized Representative Signature (above)	
Authorized Representative Name:	Katherine Miller
Authorized Representative Title:	County Manager
Date Signed:	
U.S. Department of the Treasury:	
Authorized Representative Signature (above)	
Authorized Representative Name:	Jacob Leibenluft
Authorized Representative Title:	Chief Recovery Officer, Office of Recovery Programs
Date Signed:	May 27, 2021

### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

### 1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with sections 602(c) and 603(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
- 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

### 4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c), Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

### 9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of sections 602 and 603 of the Act, regulations adopted by Treasury pursuant to sections 602(f) and 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Recipient's noncompliance with sections 602 and 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of sections 602(c) or 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in sections 602(e) and 603(e) of the Act.
- 11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to Santa Fe County by the U.S. Department of the Treasury."

### 14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

### 15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

### 16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271 Expiration Date: 11/30/2021

### ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Santa Fe County (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

- Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which
  prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and
  activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42
  U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and
  other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance
  documents.
- 2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
- 3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <a href="http://www.lep.gov">http://www.lep.gov</a>.
- 4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
- 5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI..
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient	Date	
Signature of Authorized Official:		

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:	DUNS Number: 053297131
Santa Fe County	Taxpayer Identification Number: 856000073
102 Grant Ave	
Santa Fe, New Mexico, 87501-2061	Assistance Listing Number: 21.019

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Willer  97E81F8D5C0D444  Authorized Representative: Katherine Miller
Title: County Manager
Date signed: 5/21/2021
U.S. Department of the Treasury:
Authorized Representative:
Title:
Date:

### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

### 1. Use of Funds.

- Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
- 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

### 4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
- 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

- 9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
    - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
    - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
    - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
    - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
    - ix. Generally applicable federal environmental laws and regulations.
  - c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 11. <u>Hatch Act.</u> Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. <u>False Statements</u>. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 13. <u>Publications</u>. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

### 14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

### 15. Disclaimer.

- The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

### 16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - A member of Congress or a representative of a committee of Congress; i.
  - ii. An Inspector General:
  - iii. The Government Accountability Office;
  - A Treasury employee responsible for contract or grant oversight or management; iv.
  - An authorized official of the Department of Justice or other law enforcement v. agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-thejob seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

### ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
- 3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <a href="http://www.lep.gov">http://www.lep.gov</a>.

- 4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
- 5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by щ reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 420 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

- Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

  Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, itigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements. 6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid
- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Santa Fe County	5/21/2021	
Recipient	Date	
Docusigned by: Katherine Miller		
97E81F8D5C0D444		
Signature of Authorized Official		

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Category Affordable Housing & Shelter Assistance	Name	Current Budget / Allocation	Expenditures	Encumbrance Balance	Budget Balance Remaining	Reallocation	Balance To be Encumbered by
Affordable Housing & Shelter Assistance	Lamplighter Acquisition	1,500,000.00	1,500,000.00	-	- termining	Reallocation	12/31/2024
Affordable Housing & Shelter Assistance	Nueva Acequia	500,000.00	-		500,000.00	(500,000,000	
Thorastic Flousing & Sheller Assistance	Cresta Ridge Developer Assistance		-		300,000.00	(500,000.00)	-
Behavioral Health & Mobile Crisis	Behavioral Health					300,000.00	500,000.00
Behavioral Health & Mobile Crisis	Vista Grande Library	800,000,00	800,000,00	-			
Behavioral Health & Mobile Crisis	Youth Services	35,003.54	35,003.54			<del></del>	
	1 Outil Services	664,996.46	619,396.63	-	45,599,83	(45,599.83)	(0.00
CONNECT	Connect-Up Together				,	(45,599.65)	
CONNECT	CONNECT Program	1,000,000.00	1,000,000,00	-			——————————————————————————————————————
	CONNECT Program	2,039,239.64	2,040,789.64	2,608.11	(4,158.11)	970,045.52	<del></del>
Economic Development	Arts Council			7	(1,150.11)	970,045.52	965,887.41
Sconomic Development	Business Licensing Software				-	39,920,96	39,920,96
Economic Development		100,000.00			100,000,00	(100,000,00)	39,920,96
Economic Development	Business Recovery	250,000.00	48,000.00		202,000.00	(202,000,00)	——— <u> </u>
Conomic Development	Economic Development Initiatives Film Office	600,000.00	362,079.04	-	237,920.96	(237,920,96)	—— <u> </u>
conomic Development	Job Training Programs	50,000.00	50,000.00		257,520.50	(237,920,96)	——————————————————————————————————————
conomic Development	Pegional Davidson M.	250,000.00		-	250,000,00	(250,000,00)	<del></del>
conomic Development	Regional Development Microgrant Program SFCC Film Production			-		250,000,00	250 000 00
Economic Development	Tourism Recovery			_		500,000.00	250,000.00
	Tourism Recovery	300,000.12	300,000.12			300,000.00	500,000,00
nfrastructure	Agua Fria Wastewater						
ıfrastructure		1,120,000.00	479,277.72	602,697.30	38.024.98	(38,024,98)	
frastructure	Chupadero Water System Eldorado Fire 2 Waterline	200,000,00	132,412.86		67,587,14	(67,587,14)	<del></del>
nfrastructure		224,000.00	144,944.99		79,055,01	(79,055.01)	<del></del>
nfrastructure	Eldorado/Canoncito Water System	515,200.00	225,169,21	194,519.13	95,511.66	(95,511,66)	<u>——~</u> ≏
ifrastructure	Hondo Bulk Water Station	504,000.00	82,189,22	66,884.20	354,926,58	(354,926,58)	
ifrastructure	NE/SE Connector Broadband	1,085,000.00	1,085,000,00	-	334,720.36	(334,926,38)	—— <del> </del>
frastructure	Pojoaque Fire I	100,800.00	-		100,800.00	(100,800,00)	——— <del>[ ]</del>
frastructure	Rancho Viejo Water Service & Tank Romero Park Waterline	268,000.00			268,000.00	(194,220,00)	
frastructure	TL2N Waterline	600,000.00			600,000.00	(600,000,00)	73,780.00
frastructure	Turquoise Trail Bulk Water Station	376,000.00	-	-	376,000.00	(376,000.00)	<u></u>
frastructure	San Juan/Chama Return Flow	850,000.00	205,122.47	89,213.04	555,664,49	1,906,125,37	2.461.700.06
	Santa Fe River Greenway	2,240,000.00	51,648.00	48,352.00	2,140,000,00	(2,140,000,00)	2,461,789.86
	Salita Pe River Greenway	-	-			2,140,000.00	2 140 000 40
blic Awarement & Public Health	COVID-19 Software	T				2,140,000.00	2,140,000.do
blic Awarement & Public Health		15,540,00	15,540.00		+-		
1.0	Public Awareness Campaign & Public Health Related Supplies	1,128,220.24	117,422.12		1,010,798.12	(1,010,798.12)	
	Public Employee Compensation	21,963.64	21,963.64		(0.00)	(1,010,798.12)	0.90
evenue Replacement	De la companya de la				(0.00)	<del></del>	(0.90)
	Revenue Replacement	11,867,315.36	11,865,929.00	<del>+</del>	1,386.36	86,352,43	97.700
		29,205,279.00	21,181,888.20	1,004,273,78	7,019,117.02	00,332,43	87,738.7 7,019,117.02