

STATE OF NEW MEXICO
ECONOMIC DEVELOPMENT DEPARTMENT
GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into between the State of New Mexico Economic Development Department, hereinafter referred to as the "DEPARTMENT" and the Town of Taos partnering with Taos Arts & Cultural District Steering Committee, hereinafter referred to as the "GRANTEE" as of the date of the last signature below.

WHEREAS, Laws 2011 (1st S.S.), Chapter 5, Section 8 provides:

ECONOMIC DEVELOPMENT DEPARTMENT PROJECT-
SEVERANCE TAX BONDS-

"Pursuant to the provisions of Section 1 of this act, upon certification by the economic development department that the need exists for the issuance of the bonds, one million dollars (\$1,000,000) is appropriated to the economic development department for mainstreet infrastructure and renovation projects statewide."

WHEREAS, the Grantee and its partner on this grant, the Town of Taos partnering with Taos Arts and Cultural District Steering Committee, declare they are financially and operationally ready to implement the project, this grant is intended for, the Taos Arts and Cultural District Downtown Master Plan; and

WHEREAS, these funds assist state designated MainStreet New Mexico communities and state authorized Arts and Cultural Districts in their efforts to create, revitalize and redevelop historic and traditional town centers, the assistance provided by this grant will result in leveraging private sector reinvestment into the buildings and businesses of "Main Street" resulting in a healthier local economy and quality of life, and long-term, sustained success that will improve the community's and the State of New Mexico's overall economic vitality.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I – SCOPE OF WORK

- A. The full Scope of Work for the components required in a downtown Master Plan is found in **ARTICLE XI**. The conditions and components of the Scope of Work and deliverables for a downtown Master Plan will be included in a third party contract to fulfill this grant.
- B. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT, attached hereto as Exhibit A and made a part of this Agreement, and as outlined in Article XI. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein.
- C. The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.

- D. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any funds found to be expended for other purposes shall be repaid to the DEPARTMENT.
- E. The GRANTEE, because of federal and state laws regulating the use of funding from either source, will ensure that all contracts with a third party to utilize these funds include the following wording: "The contractor is responsible for working with the state's Historic Preservation Division of the Department of Cultural Affairs from the beginning of the project to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts." Failure to include such wording in the third party contract shall result in a revocation of the award.
- F. The GRANTEE will ensure that all contracts with a third party that involve streetscape pedestrian safety enhancements and other rehabilitation improvements to streets where the New Mexico Department of Transportation has jurisdiction, shall include the following wording: "The contractor is responsible for working with the state's Department of Transportation from the beginning of the project to ensure all design, engineering, planning, permitting, licensing and construction conform to federal "Context Sensitive Design Solutions and appropriate, corresponding state and federal statutes." Failure to include such wording in the third party contract shall result in a revocation of the award
- G. The GRANTEE will ensure that the RFP for a third party contract stipulate the professional third party contractor demonstrate experience working in a downtown whose community is of similar population and that the contractor be required to include the community and MainStreet leadership and stakeholders through a planning "charette."
- H. In the ranking of applications in response to an RFP based on these awarded funds, the GRANTEE shall ensure the review and ranking of response applications to the RFP, that a 5% bonus of points based on the total points available, be awarded to each applicant for being a "resident contractor" as defined by the New Mexico Procurement Code, NMSA 1978, § 13-1-22 (2012).
- I. The funds awarded in this contract were through a joint application of the municipality and the local Arts and Cultural District organization, the municipality is encouraged to draft a services contract with the local Arts and Cultural District organization to assist with staffing and provide appropriate Arts and Cultural District organizational coordination and management of this grant through the ACD Executive Director. In any case, the grant implementation process shall be a joint venture of the municipality and the partnering ACD organization.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until accepted and agreed by the DEPARTMENT and the GRANTEE. The GRANTEE shall not expend any funds until this Agreement is fully executed by the DEPARTMENT. This Agreement shall terminate on or before October 31, 2014.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least sixty (60) days prior to the termination date of this Agreement, in order that the GRANTEE and the

DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III – PROJECT DELIVERABLES

A. Progress Reports

In order that the DEPARTMENT may adequately evaluate the progress of the Grant Agreement, the GRANTEE shall be required to provide a report to the DEPARTMENT every May 30 and November 30. The report shall contain a description of accomplishments to date, the methods and procedures used, a statement of the impact of the project, a detailed budget breakdown of expenditures to date, a description of any problems or delays encountered, and such other information as may be of assistance to the DEPARTMENT in its evaluation. Final payment requires the delivery of a Council resolution or ordinance indicating adoption of the Downtown Master Plan or an amended Downtown Master Plan. The original plan shall include the physical boundary as approved by the New Mexico MainStreet Program, the state authorizing body.

ARTICLE IV – CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed \$70,000 (seventy-thousand dollars) for the total project. The GRANTEE shall be responsible for payment of all New Mexico Gross Receipts Taxes and cannot bill the DEPARTMENT for these taxes.

The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof and in Article XI. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.

Reimbursement for work completed must be invoiced to the DEPARTMENT by completing a Payment Request Form, attached as Exhibit B and made a part hereof, along with proof of expenditures including notarized certification from an authorized signature that the expenditures are valid or actual receipts, dated invoices and cancelled checks. The following documentation shall be provided by the GRANTEE to the DEPARTMENT to support each Payment Request.

1. One Payment Request Form, attached as Exhibit B.
2. Proof of Payment – this requires a notarized certification from an authorized signature that expenditures are valid or actual receipts; dated invoices and receipts; and copies of both sides of cancelled checks. See Exhibit B.
3. One Grantee Match Detail Form, attached as Exhibit C and made a part hereof.
4. For the Final Payment Request only, a Final Report with the Council resolution of adoption, or adoption by ordinance of the Downtown Master Plan or the amended Downtown Master Plan, must be included with the Payment Request, attached as Exhibit D and made a part thereof.

Payment Requests must be submitted to the DEPARTMENT by the 15th of each month for expenses that have cleared the GRANTEE'S financial institution during the previous month.

Payment Requests must be received at the DEPARTMENT no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. **Payment Requests received after such date WILL NOT BE PAID.**

- B. All expenditures shall be included in the GRANTEE'S annual audit for each fiscal year in which funds are expended. Such audit may include an on-site visit by the DEPARTMENT to survey progress on the awarded project. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.
- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, and said unexpended funds shall revert to the DEPARTMENT for disposition.

ARTICLE V – SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or to terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.
- C. The funds from this grant may only be used for the purposes awarded in the competitive RFP application process.

ARTICLE VI – CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It possesses legal authority to accept funds and execute this Grant Agreement;
- B. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the GRANTEE to administer this Agreement, along with all understandings and assurances contained therein;
- C. It will comply with all applicable federal, state, and local government laws concerning discrimination. The GRANTEE agrees to not discriminate in the award of any contract or in the employment of any person on the basis of race, age, religion, color, national origin, ancestry, gender, gender identity, sexual orientation, disability or medical condition.
- D. It will, to the maximum extent feasible and to the extent consistent with the law, contract and subcontract with eligible small, minority and women's business enterprises and use eligible businesses which are owned by persons located in the jurisdiction of the local government in which the project is administered;
- E. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of

enforcement of responsibilities as such an official.

- F. This Grant Agreement will be conducted and administered in conformity with the regulations, policies and uniform administrative requirements and standards of OMB Circular Nos. A-102 and attachments; A-87, "Principals of Determining Costs Applicable to Grants and Contracts with State, Local Governments"; A-133 "Audits of State and Local Governments", and with the "Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments" as may apply under 24 CFR Part 85 to the acceptance and use of this stately assisted program.
- G. This Grant Agreement will be conducted and administered in conformity with the regulations and policies of the State Procurement Code.
- H. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the municipality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- I. The GRANTEE will ensure that all contracts with a third party to utilize these funds include the following wording: "The contractor is responsible for working with the state's Historic Preservation Division of the Department of Cultural Affairs addressing federal and state regulations for historic districts and historic and cultural properties, and when applicable, the New Mexico Department of Transportation where state or federal highways are within the downtown district being Master Planned, to ensure all design, planning, permitting, licensing and construction conform to appropriate, corresponding state and federal statutes guiding historic and cultural properties and state and nationally registered historic districts and the state's transportation districts."
- J. The GRANTEE shall ensure that all contracts with a third party to utilize these funds include the following wording: "The contractor is responsible for using and referencing the New Mexico MainStreet Resource Team Report for the district being planned, any research or market analysis specific to the district being master planned such as market analysis conducted by UNM-BBER, previous sector or master plans, and any work conducted by the UNM School of Architecture and Planning or other state and federal agencies which includes the district in its design and planning recommendations."
- K. The Grantee will provide written approvals from the Historic Preservation Division Department of Cultural Affairs, the New Mexico Department of Transportation and the MainStreet Director prior to adoption by the municipality. The GRANTEE may delegate its contractor to seek such review and approval.
- L. The GRANTEE will comply with the provisions of the Hatch Act which limits the political activity of employees.
- M. It will give an authorized representative of the DEPARTMENT access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.

- N. The GRANTEE certifies, to the best of its knowledge and belief, that no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- O. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- P. It will finance its share (if any) of the costs of the project, including all project overruns.

ARTICLE VII – COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the GRANTEE.

ARTICLE VIII – RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

ARTICLE IX – SPECIAL TERMS AND CONDITIONS

- A. The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of and reporting for the approved project.

Name: Matthew Foster

Title: Long Range Planner

Name of Organization: Town of Taos

Mailing Address: 400 Camino de la Placita

Telephone: 575-751-2037

Email: mfooster@taosgov.com

Fax: 575-737-2666

ARTICLE X – OTHER SPECIAL TERMS AND CONDITIONS

- A. Funds must be used for that which they were allocated. Unused funds shall revert to the DEPARTMENT.

- B. The GRANTEE agrees to provide matching funds consisting of cash and/or in-kind services equivalent to one dollar (\$1.00) in match for every ten dollars (\$10.00).
- a. The GRANTEE match may be in the form of cash from any federal, or private funding source, or it may be in the form of an in-kind contribution by the GRANTEE or any partner of the Town in the project.
 - b. An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of eligible in-kind contributions include the following:
 - (i) MainStreet Executive Director's time dedicated to coordinating project activities;
 - (ii) value of the time and cost associated with the Town assigning a town planner or designer to project activities;
 - (iii) items of cost borne by the Town or one of the Town's partners involved in the project;
 - (iv) the cost of publicizing notices of meetings and events.
- C. Additional expenditures, outside of the budget required by Article IV, Subsection A, must be approved by the DEPARTMENT in writing.
- D. The GRANTEE shall meet the standards below:
- i) Lighting must meet the "Dark Skies" law's goals and standards that are spelled out in the NM Heritage Preservation Alliance's "Consumer Guide to Night Sky Friendly Lighting."
 - ii) Landscaping must conform to drought-tolerant planting standards that are spelled out in the Office of the State Engineer's "A Water Conservation Guide for Commercial, Institutional and Industrial Users."
 - iii) Streetscape shall conform to federal Context Sensitive Design solutions for highways and the New Mexico Department of Transportation be engaged early in the planning process.
 - iv) All design, engineering, planning and construction shall have early prior review to ensure such work meets federal and state guidelines by the Historic Preservation Division of the Department of Cultural Affairs.
- E. Ineligible activities include:
- Administrative costs –Funds cannot be used to pay for administrative costs, although the match may include such costs;
 - Planning design and construction activities not related to a specific physical improvement project within the MainStreet District boundary or the Arts and Cultural District boundary;
 - Parking lots for which the only purpose is to park cars, and parking structures;
 - Demolition of historic or cultural properties of which removal, alteration or adaptive reuse would be deemed to be of significant negative impact by the Historic Preservation Division of the Department of Cultural Affairs or if such historic or cultural property is listed on the State and or National Registries of Historic and Cultural Properties;
 - Cash Transfers – Contract or distribution funds will not be transferred by the awardee to any other fund in the fiscal agent's budget. Funds must be accounted for by a separate MainStreet Project Fund established for this contract;
 - Planning activities (other than planning activities shown in Section I.C above) that are not related to a specific physical improvement project;
 - Marketing and promotion.
- F. All capital items purchased through this Agreement shall be owned by the GRANTEE.

ARTICLE XI— Required Downtown Master Plan Outline

A Downtown Master Plan defines a community's vision for downtown and identifies priority catalytic projects to revitalize the downtown area, determined through a dynamic community participation process. Also called a Downtown Revitalization Plan, a Metropolitan Redevelopment Area Plan, or a Downtown Strategic Plan, the Master Plan examines existing conditions and assets, analyzes the downtown market, develops a physical land use plan with livability/design guidelines, designs specific redevelopment sites and projects, and identifies sustainable implementation strategies and funding sources for downtown's future physical improvements, economic uses, and regulations. When adopted by the Town Council, the Master Plan becomes a living document that guides downtown revitalization for several years.

Scope of Planning Services to be Performed

The following tasks are identified as the Scope of Work that the planning consultant team will be requested to perform in preparing the Downtown Master Plan. This scope of work should be adjusted and modified to meet the needs and unique opportunities of the Arts and Cultural District community.

A. Existing Conditions/Asset Inventory

An inventory and mapping of existing conditions will be performed that will include, but not be limited to, existing land use, zoning, public land ownership, transportation networks and traffic volumes. An asset inventory will also be determine the significant cultural and historic features and buildings, opportunity sites for redevelopment, and major regional attractions.

The Inventory must also include an overview of the history and settlement of the community and identify key historical or cultural events or populations that can serve as contributing to a place-based identity for the downtown.

A map of opportunity sites and potential revitalization projects will be developed for the downtown area summarizing the results of the inventory.

B. Market Analysis

Market research will include the following information:

- Overview of existing downtown, municipal and regional, commercial and housing market conditions;
- Overview of demographics of city and regional markets including skill base, education and disposable income;
- Recent history of downtown services and retail including types of businesses, numbers in each area and turnover rates;
- Competitive related markets and nodes in same segments;
- Trends driving the current market;
- Regional influences impacting downtown;
- Potential opportunities in repositioning the downtown market including underserved markets;
- Identification of gaps that could be filled by new businesses and determination of the types of skills residents may have to contribute;
- Interviews with commercial realtors to identify residential and business types that are under-supplied in downtown;
- Determination of the types of housing projects (ownership vs. rental, single family vs. multifamily, size of units) that best meet the market needs for the area;

- Assessment of the feasibility for uses such as retail, office, housing, hotel and cultural (such as museums, arts and entertainment);
- Economic positioning of downtown in relation to the development of the entire community including business recruitment and retention;
- Tourism statistics, including the positioning of downtown as an Arts and Cultural District.

C. Downtown Vision and Master Plan

The Downtown Master Planning process will involve dynamic community participation and will result in the following outcomes:

1. A vision for downtown that reflects its historical context and presents opportunities and assets to serve as an aspiration for the community's future.
2. The preparation of a Metropolitan Redevelopment Area (MRA) Plan as per NM Redevelopment Code statutes.
3. The creation of a Downtown Master Plan for the area that:
 - Allocates new and future land uses and revitalization projects in the downtown, utilizing community input and market research, that will create a sustainable downtown based on the *MainStreet 4 Point Approach*®. A sustainable downtown is more than “green buildings”; it encompasses the adaptive reuse of existing buildings, conserves energy, water and cultural resources, reduces greenhouse gas emissions, promotes economic development and vitality, and celebrates the cultures and traditions of the community.
 - Prepares a “Designation Report for a Metropolitan Redevelopment Area” that meets the criteria as per the NM Redevelopment Code statutes and has been approved by a Town Council resolution.
 - Integrates the preservation and conservation of existing historic buildings and cultural properties into the planning and design of downtown projects, and identifies the potential for dedicating new nominations of historic buildings, cultural properties, state and/or national historic registered districts. This will require contact and coordination with NM Historic Preservation Division (HPD) staff for information related to historic buildings and districts.
 - Evaluates transportation/transit, traffic, and pedestrian issues related to the proposed improvements in the area for the purpose of creating a walkable pedestrian-friendly environment through pedestrian enhancements and traffic calming measures. This will require contact and coordination with NM Department of Transportation (NMDOT) District Engineer Office and the NMDOT Planning/CSS Division staff for existing information and proposed projects in the town.
 - Includes a formal parking study that analyzes parking and circulation issues related to the District.
 - Determines vacant, underutilized and/or available land and buildings within the plan area that could be redeveloped and recommends adaptive reuses of existing buildings or new development on vacant land.
 - Reviews the City Zoning Code and recommends changes to the Code that will provide incentives and foster implementation of the plan.
 - Identifies priority catalytic projects that will stimulate revitalization efforts and attract private sector reinvestment to the downtown. Projects should include those which increase the town's job creation, economic redevelopment, livability, walkability, place-making, and serve to support and enhance its authentic and unique sense of place.
 - Develop Downtown Livability/Design Guidelines that consider the following character-defining elements:
 - Gateways and Entries
 - Plazas, Parks and Public Spaces

- Streets, Historic Roads and Scenic Byways, Pathways and Connections
- Public Art
- Street Furniture, Pedestrian Amenities
- Building Setback/Massing/Scale
- Building Height
- State and/or National Historic registry status
- Parking and Driveways
- Porches, Portales and Awnings
- Signage
- Materials/Color
- Architectural Features
- Lighting
- Security

D. Implementation Strategies/Priorities

A prioritized and phased Implementation Plan will be developed, consisting of revitalization projects and strategies that the Arts and Cultural District Steering Committee and the Town can follow for the successful implementation of the Plan and the long term sustainability of the downtown. Priority catalytic projects will range from small projects that can be implemented through partnerships with the Town and the community's Arts and Cultural District organization using local volunteers and staff, to larger projects that may require Capital Outlay or Legislative funding. Project priorities will be determined through a community-based prioritization process.

E. Funding Sources

The consultant will identify funding sources to implement the plan including, but not limited to, a BID, TIF, TIDD, LEDA and other state and federal sources of funding. The narrative will be based on an evaluation of the municipality's financial capacity and the best financial tool(s) to accomplish priority projects within the Downtown Master Plan. The contractor shall make an assessment of the district and determination and findings required for the City to adopt a Metropolitan Redevelopment Area (MRA) with the Downtown Master Plan.

F. Community Participation Process

- The consultant will prepare the Downtown Master Plan through an intensive community process that will include, at a minimum, the following steps: Organize and conduct regular meetings with a Steering Committee regarding the Master Plan.
- Conduct and facilitate a two-day public design workshop that utilizes a dynamic planning process (e.g., a charette) to solicit and record the communities input regarding revitalization projects and programs to be included as outcomes of the Plan. Use this opportunity to solicit volunteers who may want to be involved in the local MainStreet and/or Arts and Cultural District organization or on a task force to implement the Plan's projects.
- Prepare a draft Downtown Master Plan/MRA Plan, and present that Plan to the Steering Committee and participants from the public workshop. Provide an opportunity for review of the draft Plan to NM MainStreet, NM HPD, and NMDOT staff prior to any official action.
- Present the Final Plan to the Steering Committee, participants from the public workshop, and Town officials.
- Revise the final Plan as required by NM MainStreet, other state and local agencies, and the Town after their review of the final Plan. The final Downtown Master Plan/MRA Plan will be adopted by the Town Council as per the State's Redevelopment Code statute.
- Deliver to NM MainStreet five (5) final color hardcopy Plans, and all digital text and mapping files in MS Word and ESRI ArcView formats.

G. Budget

The funding necessary to complete this scope of work by a planning consultant is estimated to be \$75,000 to \$90,000 for a Downtown Master Plan, and funding for an amendment or update to an existing Downtown Master Plan is estimated to be \$15,000 to \$50,000. The timeframe for the planning process is estimated to be approximately nine months to one year to complete, once the contractor is hired.

ARTICLE XII Conditions for Hiring Third Party contractor

The GRANTEE shall submit a copy of the Request for Proposals (RFP) to the DEPARTMENT for review and comment prior to releasing the RFP to the public. The GRANTEE must obtain written approval of the RFP from the DEPARTMENT before releasing the final RFP to the public.

- A. The RFP shall specify that the lead planner must have at a minimum three years demonstrated experience in Downtown Master Planning and the development of Downtown Master Plans.
- B. The GRANTEE shall identify an evaluation committee to review responses to the RFP. The evaluation committee shall contain at a minimum two members of the local Arts and Cultural District Steering Committee, the municipal or regional planner, and the municipal project manager. A 5% bonus of points based on the total points available, shall be awarded to each applicant for being a "resident contractor" as defined by the New Mexico Procurement Code, NMSA 1978, § 13-1-22 (2012).
- C. The GRANTEE shall submit a memo to the DEPARTMENT outlining the selection process, identifying the evaluation committee members and affiliation and a copy of the winning bid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:
NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT
By: [Signature] DATE: 1/8/13
DEPARTMENT Cabinet Secretary / Designee

ACCEPTED AND AGREED:
Town of Taos partnering with Taos Arts and Cultural District Steering Committee
By: C. Brian James DATE: 12/19/12
Insert name of person signing here: C. Brian James
TITLE: Town Attorney APPROVED AS TO FORM
By: [Signature] DATE: _____
Insert name of person signing here: Darren Cordova
TITLE: Mayor

ACCEPTED AND AGREED:
MAIN STREET DCA CD STEERING COMMITTEE PRESIDENT'S SIGNATURE
By: [Signature] DATE: 12/13/12
Insert name of person signing here: Matthew Foster

DEPARTMENT OF TAXATION AND REVENUE
The GRANTEE is exempt from payment of New Mexico Gross Receipts Taxes.
CRS # 01-710103-00-4
BY: [Signature] DATE: 1/5/13

ACCEPTED AND AGREED:
ECONOMIC DEVELOPMENT DEPARTMENT
LEGAL COUNSEL- Certifying legal sufficiency
BY: [Signature] DATE: 1/7/13

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Town of Taos partnering with Taos Arts and Cultural District Steering Committee

Agreement No.:

Amount: \$70,000 (Project budget attached)

For an Arts and Cultural District Downtown Master Plan

PROJECT BUDGET

Name of Grantee: Town of Taos partnering with Taos Arts and Cultural District Steering Committee

For a Arts and Cultural District Downtown Master Plan

Master Plan Consultant	\$55,000
Parking Plan and Management Consultant	\$16,500
Public Outreach Media Advertisements	\$1,500

Matching Contribution

ACD Physical Planning Sub-Committee	\$3,283
ACD Steering Committee	\$1,915
ACD Coordinator	\$3,000
Town of Taos Planning Director	\$360
Town of Taos Long Range Planner	\$2,000
Town of Taos Grants Administrator	\$240
Town of Taos Development Review Committee	\$800
Historic Preservation Commission	\$513
Planning & Zoning Commission	\$239
Mayor and Town Council	\$342
Master Plan Consultant	\$2,000
Parking Plan & Management Consultant	\$1,750
Printing	\$250

Total Project Cost	\$109,940
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EXHIBIT "B"
New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2012

(EDD use only)
Request # _____



Payment Request Form (To Be Used for FY2012 Grants Only)

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

Grant Number: _____

Reporting Period: _____

Title of Project: _____

Date of Request: _____

I. Grantee Information

A. Grantee _____

B. Payee (entity that the check should be made out to)

C. Payee Mailing Address (must be official address on file with DFA)

D. Contact Person Regarding this Form

E. Telephone _____

F. Email _____

II. Payment Computation

Check One: Partial Payment Final Payment
(due by 11/30/14)

A. Total Grant Amount _____

B. Grant Funds Received to Date _____

C. Total Grantee Match to Date _____

D. Total Invoice Amount For This Payment Request _____

E. Total Invoice Amount Excluding Taxes _____
(EDD will not reimburse for taxes paid by the Grantee.)

F. Total Amount Requested For This Payment _____

G. Grantee Match For This Payment _____

H. Grant Balance _____

III. Attachments

Attachments **REQUIRED** with submittal for reimbursement*: *(Must be submitted in this order)

- A. Proof of when services were entered into and completed or when purchases were made (dated invoice from contractor or consultant, dated receipt, etc.). All services and purchases must correspond with the detailed budget, Exhibit A of your executed Grant Agreement.
- B. Proof of Payment (copies of both sides of cancelled checks).
- C. Grantee Match Detail Form.
- D. Final Report, if applicable. (Only attach if requesting Final Payment.)

IV. Certification

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts. Grantee's match in the form of cash expenditures and in-kind contributions are properly documented, and are valid expenditures or contributions or actual receipts.

Grantee Fiscal Officer, print name _____ Date _____

/s/ _____

Date: _____

SWORN TO AND SUBSCRIBED

before me on this _____ day

of _____, 201__

Notary Public _____

My Commission expires _____

Grantee Representative, print name _____ Date _____

/s/ _____

Date: _____

SWORN TO AND SUBSCRIBED

before me on this _____ day

of _____, 201__

Notary Public _____

My Commission expires _____

(EDD/NMMS Use Only)

Lisa Roach, Grant Monitor

DATE



EXHIBIT "C"

New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2012

Grantee Match Detail Form (To Be Used for FY2012 Grants Only)

You are required to provide matching funds of one dollar (\$1.00) in match for every ten dollars (\$10.00), or 10% of your total grant award.

The Grantee's match may be in the form of cash or in-kind contributions by the Grantee or any of the Grantee's partners specifically identified on the Grant Agreement.

An in-kind contribution is any item of cost that is necessary for the completion of the work and that has a verifiable and accountable economic value. Some examples of eligible in-kind contributions include the following:

- MainStreet Manager's time dedicated to coordinating project activities;
Value of the time and cost associated with a town assigning a town planner or designer to project activities;
Items of cost borne by the Town or one of the Town's partners involved in the project;
The cost of publicizing notices of meetings and events.

To Be Completed by the Grantee and Submitted with Each Payment Request Form

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

I. Grantee Information

Grant Number Reporting Period

Grantee

Title of Project

Total Grant Amount

Total Amount Requested For This Payment

II. Grantee Match

Grantee Match for this Payment (must equal at least 10% of Amount Requested for this Payment)

Breakdown of Grantee Match: [] Cash Match (specify dollar amount)

[] In-Kind Match (specify dollar amount)

Total

III. Explanation of Grantee Match

Provide Detailed Explanation of Grantee Match for this Payment.

Example:

Table with 3 columns: Item #, Description, Dollar Amount. Example rows include 'Cash, GRT paid to contractor' and 'In-Kind, MainStreet Director' time; 30 hours at \$20.00/hour'.

To be filled out by Grantee:

Table with 3 columns: Item #, Description, Dollar Amount. Intended for grantee input.

EXHIBIT "D"



New Mexico Economic Development Department (EDD)
New Mexico MainStreet Capital Outlay Grant FY2012

Final Report (To Be Used for FY2012 Grants Only)

To be completed by Grant Supervisor (as identified in your executed Grant Agreement) and submitted with the Final Payment Request Form

This form must be completed in its entirety. Any incomplete form or illegible form will not be processed.

I. Grantee Information

Grant Number _____

Date of Final Report _____

Grantee _____

Title of Project _____

Total Grant Amount _____

II. Please provide a detailed report on the project referenced above. Include the following information:

- Description of accomplishments to date,
- Methods and procedures used,
- Statement of the impact of the project,
- Detailed budget breakdown of expenditures,
- Description of any problems or delays encountered, and
- Any other information that may be of assistance to the Economic Development Department in its evaluation of your project.

I hereby certify that the aforementioned 2012 New Mexico MainStreet Capital Outlay Project has been completed and funds were expended in accordance with the Project Description and Budget (Exhibit A) of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grant Supervisor:

Printed Name _____ Title _____ Signature _____ Date _____

10

