

CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
January 15, 2026 – 9:00 a.m.
Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers – #1 St. Mary's Place

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

- ❖ **Election of Officers for 2026**

APPROVAL OF AGENDA

APPROVAL OF MINUTES

PROCLAMATION

PRESENTATION

AGENDA ITEMS

A. Public Hearing

- Pg. 3 1. **Case # Z2025-06** A Variance to the 5-acre minimum lot size in Area II, "Zone B"
Agriculture-Residential

B. AGREEMENTS AND RESOLUTION

- Pg. 17 2. **Agreement A-25-039** between Chaves County and Aging and Long-Term Services
Department for Appropriation A24-I5318 in the amount of \$177,000.00. (Hagerman JC)
- Pg. 42 3. **Agreement A-25-040** between Chaves County and Aging and Long-Term Services
Department for Capital Outlay Grant Agreement A24-I5320 in the amount of \$177,000.00.
(Lake Arthur JC)
- Pg. 67 4. **Agreement A-25-042** between Chaves County and Aging and Long-Term Services
Department for Capital Outlay Grant Agreement A24-I5322 in the amount of \$95,000.00.
(Midway JC)
- Pg. 92 5. **Agreement A-25-043** between Chaves County and Aging and Long-Term Services
Department for Capital Outlay Grant Agreement A24-I5323 in the amount of \$715,000.00.
(Roswell JC)
- Pg. 117 6. **Agreement A-26-001** between Chaves County and Aging and Long-Term Services
Department for Capital Outlay Grant Agreement A25-J2037.28 in the amount of
\$39,608.00. (Roswell JC)
- Pg. 144 7. **Resolution R-26-001** Notice for Public Meetings of the Chaves County Board of
Commissioners

- Pg. 148 8. **Resolution R-26-002** Appointment to the County Valuation Protest Board
- Pg. 150 9. **Resolution R-26-003** Budget Adjustment
- Pg. 153 10. **Resolution R-26-004** NMFA PPRF-6970 Loan Agreement and closing documents
- Pg. 237 11. **Resolution R-26-005** Rename Relief Route in Honor of Nancy Lopez

C. OTHER BUSINESS

- Pg. 241 12. Appointment to the Chaves County Planning and Zoning Commission.
- Pg. 243 13. Appointment of New Mexico County Insurance Authority Voting Members.
- Pg. 244 14. Request to approve proposal from Facility Build of Albuquerque, NM for CCDC Security Upgrades for \$412,171.12.
- Pg. 247 15. Request for Out of State Travel – Lubbock, Tx Recertification of K9 Narcotics Detection.

APPROVAL OF CHECKS

APPROVAL OF REPORTS

**UNSCHEDULED COMMUNICATIONS ARE LIMITED TO THREE MINUTES
PER VISITOR AND NOT TO EXCEED 15 MINUTES NO FORMAL ACTION IS TAKEN BY
THE COMMISSION**

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you have a disability and need a reader, qualified sign language interpreter, or any auxiliary aid or service to attend or participate in the hearing meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week before the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other accessible format is needed.

AGENDA ITEM: 1

**CASE # Z2025-06 A Variance to the
5-acre minimum lot size in Area II,
"Zone B" Agriculture-Residential**

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Louis Jaramillo, P&Z Director

ACTION REQUESTED: To act on the requested variance for a land division of a 9.7-acre parcel of land into two tracts located at 34 E. Orchard Park Rd. Dexter, NM 88230

SUMMARY: Mr. and Mrs. Melendez are requesting a variance to the 5-acre minimum lot size in Area 2 of Chaves County. They wish to divide their 9.7-acre parcel of land into two tracts, one being 4.7-acres, more or less, and the other being 5-acres. They have stated the smaller tract would contain the existing residential home and metal shop and the 5-acre tract would be developed at a later time as a family home. The parcel's current size is due to a taking of 20 ft. for Orchard Park Rd Right-of-Way, by the Board of Chaves County Commissioners in 1911; and 15 ft. along the eastern boundary that was utilized by the previous owners, in 1985, to make the four tracts to the east compliant with the 5-acre minimum requirement. Because of these two hardship variables and the owners' intent to utilize both tracts for residential development. Staff is in support of the variance based on Findings of Fact 1-7 stated in Staff's Report.

The Planning and Zoning Commission voted to recommend approval of Case Z2025-06 by a vote of 4-0 on December 2, 2025.

Staff Recommends/Requests: Approval of Case Z2025-06 based on Findings of Facts 1-7 stated in staff reports

SUPPORT DOCUMENTS: Application, Deed, proposed survey, Unofficial survey 1985, and Site aerial photo 2023.

SUMMARY BY: Louis Jaramillo, P&Z Director

STAFF REPORT

CASE # Z 2025-06

The applicants are requesting a variance to the five-acre minimum lot size in Area II, zoned Residential-Zone “B” District. They wish to divide their 9.7-acre parcel of land into two tracts: one being 4.7 acres and the other being 5-acres. Mrs. Melendez stated the smaller tract would contain the existing residential home and shop and the 5-acre tract would be developed for residential use in the future.

The parcel is located less than a half mile east of the intersection of US 285 and Orchard Park Road. Orchard Park Road is a “Section Line Road” with forty (40) feet of dedicated right-of-way per Commissioners’ Proceeding B-174 and is maintained by the County as a chip-sealed road. The surrounding properties are zoned Area II, Residential-Zone “B” District and contain residential dwelling units.

The Chaves County Zoning Ordinance No.7, Article VI, Section 1.B.1 established the five (5) acre minimum lot size within Area II in order to protect the Roswell-Artesian Water Basin. A variance from this requirement requires showing of an extreme hardship that was not self-created by the applicant. In this case, the parcel’s size was effect by two different events.

1. The north 20 ft. was taken by the Chaves County Board of Commissioners in April 1911 for Right-of-Way of Orchard Park Rd. (*Commission Proceedings B-174*). This taking affected some 100 properties in the area. (*Crossroads to Chickasaw and Lansing to Wichita Rd.*)
2. The original metes and bounds description was amended by the previous owner in October 1985 when they combined the east 15 ft. with the adjacent property to create four- 5-acres tracts, as shown in an unofficial land survey by Mr. Richard B. Wright, attached.

Section 5.H.10 of Article I of the Chaves County Zoning Ordinance No. 7 states:

- b. Prior to granting a variance, the Board of Chaves County Commissioners shall hold a public hearing to determine if:*
 - 1. the granting of the variance will not be injurious to the public health, safety, morals, and general welfare of the community.*
 - 2. the use or value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner.*
 - 3. the need for the variance has arisen from some condition peculiar to the*

property involved and such condition is not due to the general conditions of the neighborhood.

4. *the strict application of the terms of the Ordinance from which the variance is sought would result in peculiar and exceptional and undue hardship upon the owner of such property; and*
5. *that the granting of the variance would be within the spirit, intent, purpose, and general plan of the Chaves County Zoning Ordinance.*

Staff is in favor of the Variance

Findings of Fact:

1. The granting of this variance is not injurious to the public's health, safety, morals, or general welfare. The proposed use for the additional tract is residential.
2. The use and value of the adjacent properties will not be affected in a substantially adverse manner. The proposed use for the additional tract is residential.
3. The need for a variance has arisen from a peculiar hardship created by the Board's taking of 20 ft. for ROW of Orchard Park in 1911 and the use of the easternmost 15 ft. by the previous owners, in 1985 to create four, 5-acre tracts, that would comply with the minimum size.
4. The strict application of the terms of the Ordinance from which the variance is sought would result in peculiar and exceptional and undue hardship upon the owner of such property as stated in #3.
5. The granting of the variance would be within the spirit, intent, purpose, and general plan of the Chaves County Zoning Ordinance No.7 as the owners would develop the new tract into a residential use.
6. Owners within 600 feet of the proposed Variance have been notified by certified mail, 15 days prior to this public hearing. Staff received no protests from the surrounding owners at the time of this writing.
7. Staff published this case 15 days prior to this public hearing item in the local newspaper as required per NM State Open Meeting Act.



ROSWELL- CHAVES COUNTY ETZ/ CHAVES COUNTY ZONING APPLICATION

Case Number: Z2025-006 Date Received: 11/3/25 Fee: 300⁰⁰

Type of Request: ☐ Rezoning ☐ Special Use ☒ Variance ☐ Change of Use

Owner's Name: CESAR MELENDEZ

Mailing Address: 34 E ORCHARD PARK RD, DEXTER, NM 88230

Phone Number: 575-840-5327

Agent's Name: HARCROW SURVEYING, LLC

Mailing Address: 2316 W. MAIN ST, ARTESIA, NM, 88210

Phone Number (575)746-2158

☐ Roswell-Chaves County ETZ

☒ Chaves County

Case Address: 34 E ORCHARD PARK RD, DEXTER, NM 88230

Legal Description: S: 28 T: 12S R: 25E E2W2NW4NW4 EXCEPT EAST 15'

Parcel Number: 4141072049071000000

Present Land Use: Residential

Intended Land Use: Residential

Present Zoning: Res Request Zoning: Res

Reason for Requested: (Attach Letter if necessary)

The property owners would like to divide property for children

PLEASE INCLUDE ALL DEVELOPMENT PLANS, SITE PLANS, AND /OR BUSINESS PLANS

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC HEARINGS FOR WHICH I OR MY AGENT SHALL ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Cesar Melendez
Owner's Signature

11-3-25
Date

13-
**Rerecord to correct Legal WARRANTY DEED

Alvaro Landaverde and Maria Landaverde, his wife

BOOK 0499 PAGE 1063

for consideration paid, grant(s) to

BOOK 0498 PAGE 1185

EM
Cesar Melendez, a single man

whose address is: 34 E. Orchard Prk Rd.
Dexter, NM 88230

the following described real estate in Chaves County, New Mexico:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to mineral reservations, mineral conveyances, restrictions of record and all valid easements, rights-of-way and zoning ordinances.

with
warranty covenants.

Executed this JUNE 25, 2004

Alvaro Landaverde
Alvaro Landaverde

Maria Landaverde
Maria Landaverde

STATE OF NEW MEXICO)
County of Chaves)

This instrument was acknowledged before me on JUNE 25, 2004
by Alvaro Landaverde and Maria Landaverde, his wife

Marine Mahan
Notary Public

My Commission Expires:
1-27-07

20040847
16594
LTIC form 400 (01/08/87)

BOOK 0499 PAGE 1064

BOOK 0498 PAGE 1186

20040847

EXHIBIT "A"

^{W1/2}
E1/2NW1/4 of Section 28 in Township 12 South of Range ²⁵ East of the New Mexico Principal Meridian, in the County of Chaves and State of New Mexico, EXCEPT the East 15 feet thereof.

TOGETHER WITH, all buildings and improvements situated thereon, including, but not limited to, the following:

MOBILE UNIT

Brand Name: Palm Harbor

Model Number: MH#1731-MHP, PES468323

Serial Number: P155247A3060

CERTIFICATION OF FILING

BOOK 0499 PAGE 1065

Name of owner: Alvaro Landaverde and Maria Landaverde, his wife

BOOK 0498 PAGE 1187

Location of property (State size (acres) and location (section, township, range):

SEE LEGAL DESCRIPTION ON CONVEYANCE INSTRUMENT

CHECK ONE X The filing of this deed or contract transfers ownership of an existing parcel of land and does not create a new parcel of land. (Complete only 2 below)

The filing of this deed or contract creates a new parcel of land. (Complete 1 & 2 below)

1. EXEMPTION: When the new deed or contract is for a parcel that was created after July 1, 1996, state the exemption claimed (Quote from Chaves County Subdivision Ordinance #51)

AFFIDAVIT

2.
STATE OF NEW MEXICO)
COUNTY OF CHAVES)

Comes now Alvaro Landaverde , and after being duly sworn, states as follows:

I certify that the information provided by me in this certification is true and correct, that all statements about the condition of the property and the actions that are to be taken are true and accurate, that the filing of this deed, real estate contract, or other conveyance instrument does not violate the New Mexico State Subdivision Act (Chapter 47, Article 6 NMSA 1978) or the Chaves County Subdivision Ordinance No. 51, and that I have the permission of the current owner of the property to take this action.

Company or Organization Represented

Address (street)

City, State, ZIP

Telephone Number(s)

Alvaro Landaverde Maria Landaverde
Signature

SUBSCRIBED AND SWORN to before me this 25 day of JUNE, 2004

My Commission Expires:

Marine Mahan

Notary Public

1-27-07

Chaves County		Chaves County Planning & Zoning Commission
December 2, 2025	Public Meeting Minutes	Created by Adina Conde

Members present:

Valli West
 Brian Archuleta
 Mark Lewis
 Andy Morley

Guest Present:

Elva Melendez
 Ronald Martinez

Staff Present:

Louis Jaramillo
 Richard Gutierrez
 Adina Conde

The Regular Meeting of the **Chaves County Planning & Zoning Commission** was held in the Commission Chambers at the **Chaves County Administrative Center** on **December 2, 2025**, beginning at 5:30 PM.

Minutes:

Commissioner West made a motion to approve **August 5, 2025**, in the meeting minutes, **Commissioner Archuleta** seconded the motion. The motion passed unanimously.

Z case 2025-06

Mr. Jaramillo presented a variance request to the minimum five-acre lot size in Area 2, Zone B Residential. **He** stated **Mr. and Mrs. Melendez** own a 9.6-acre lot and are requesting to divide the property into two tracts: one being 4.6 acres and would contain the existing residence and metal shop, and a second tract being five acres. **He** explained that the 9.6 parcel size was the result of a 20-foot right-of-way taking for Orchard Park Road by the Board of Commissioners in 1911 and a 15-foot adjustment made by the original owners in 1985 to bring the four eastern tracts into compliance with the five-acre minimum. **He** noted that the 1985 survey did not account for the 1911 taking, resulting in two neighboring tracts being labeled as five acres when they are approximately 4.85 acres. **He** stated this established a long-standing pattern of sub-five-acre tracts in the area due to incomplete historical surveys. **Mr. Jaramillo** stated due to previous actions by the Board and the original owners, Mr. and Mrs. Melendez meet the hardship requirement for granting a variance. Mr. Jaramillo stated staff were in support of the variance.

Mrs. Elva Melendez stated that she and her husband have owned the property for 21 years. **She** explained that her husband purchased the property prior to their marriage and that the purpose of the request is to divide the land so she will receive the five-acre tract while he retains the 4.6-acre tract.

Commissioner Archuleta made a motion to recommend approval of case Z 2025-06 with findings of fact. **Commissioner West** seconded the motion. The motion passed unanimously.

Chaves County Zoning Ordinance #7, Revision 12

Mr. Jaramillo introduced agenda item number two regarding proposed amendments to the fee schedule in the Chaves County Zoning Ordinance No. 7, Revision 12. **He** stated that current fees do not cover actual processing costs, citing the Zenith Solar Project, which cost the County approximately \$1,500 while only charging \$300. **He** presented recommended fee increases aligned with recent ETZ changes, including increases to variance fees, ordinance amendments, special use permits, and appeals.

Mr. Jaramillo outlined a new acreage-based fee structure for zone changes and special use permits, with a maximum fee of \$5,000 per project. **He** noted that certified mailings, newspaper notices, and packet preparation routinely exceed the previous \$300 fee and stated the proposed increases should remain adequate for the next three to five years. **He** added that under the 1981 ordinance, large projects would have paid significantly higher fees, and the new cap balances cost recovery without being excessive. **He** explained that the variance fee increase would help recover costs and encourage compliant alternatives such as guest house permits.

The Commission agreed that fees should allow the County to breakeven but not generate profit. **Commissioner Archuleta** made a motion to recommend approval of the proposed amendment to the zoning permit application fee. **Commissioner West** seconded the motion. All were in favor, and the motion passed.

Other business

Chairman Morley requested a status update on the Zenith Project data center discussed at the previous meeting and noted that future commission packets should include a brief status sheet for prior cases.

Mr. Jaramillo gave a brief report of the Zenith Project.

Mr. Jaramillo introduced **Mr. Ronald Martinez**, a resident of 2801 W. 25th Street, who addressed the Commission during unscheduled communications.

Mr. Martinez reported an ongoing issue involving a construction-related business operating on a neighboring property in violation of ETZ Ordinance 80-1. **He** stated the activity has been persistent for several years and includes commercial equipment, trailers, and frequent traffic not associated with residential use. **He** stated that the operation creates noise and disturbance and that a visual barrier installed on his property has provided limited mitigation. **He** emphasized that the primary concern is the continued commercial activity and the volume of non-resident traffic.

Mr. Martinez stated that the location is near Cherokee Road and 25th Street within the ETZ.

Chairman Morley acknowledged that the Commission does not have jurisdiction over ETZ matters.

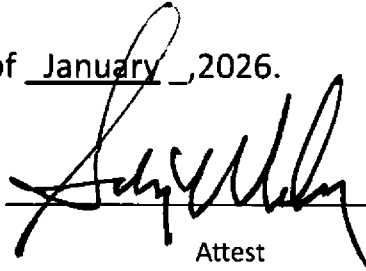
Mr. Martinez stated he wished to place the concern on record.

Commissioner Archuleta made a motion to adjourn the meeting. **Commissioner West** seconded the motion. The motion passed unanimously.

Approved this 6th day of January, 2026.

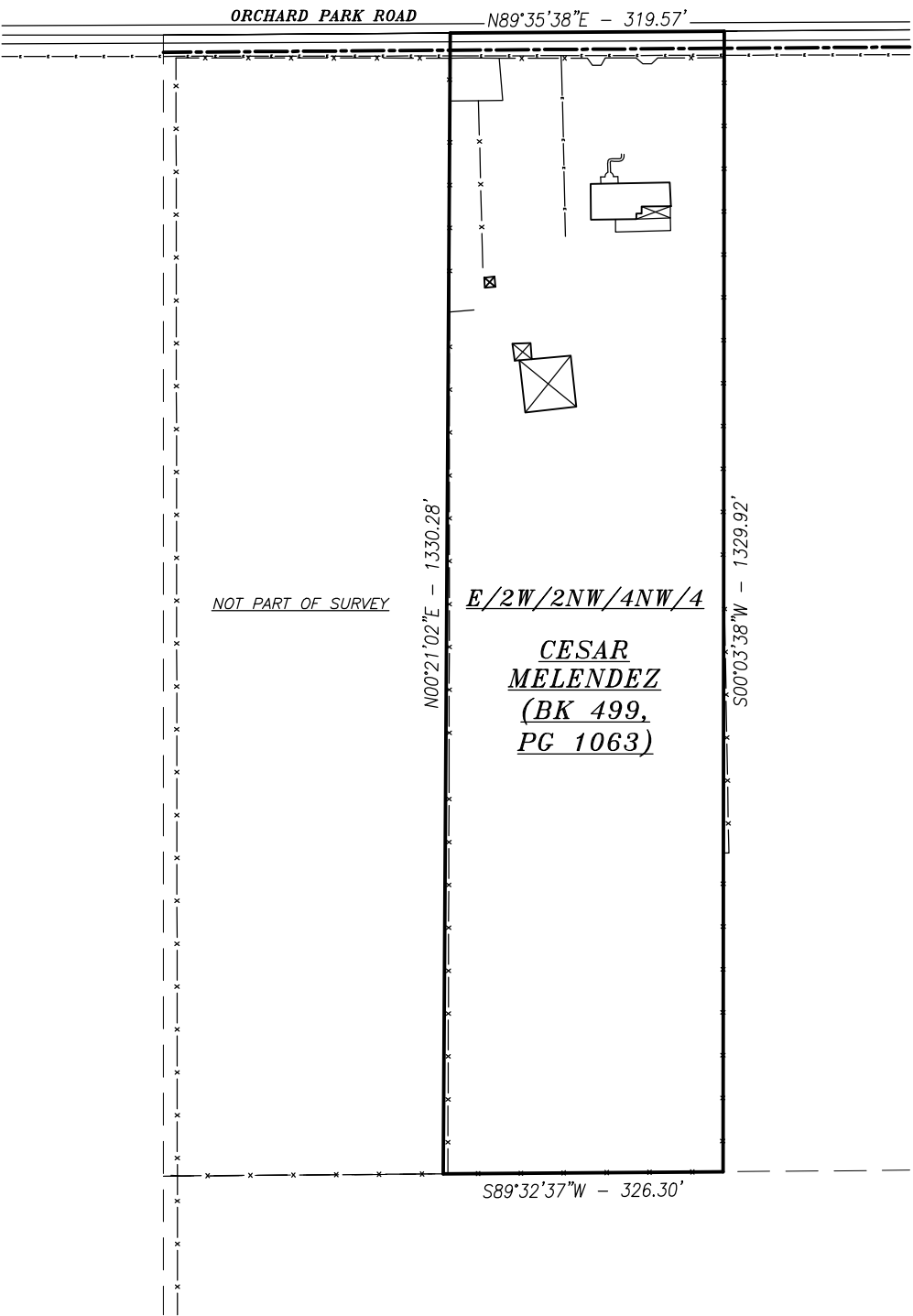
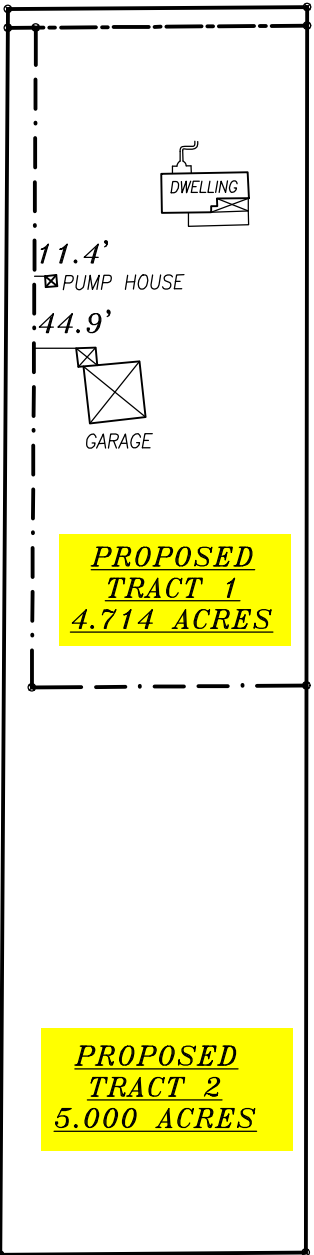
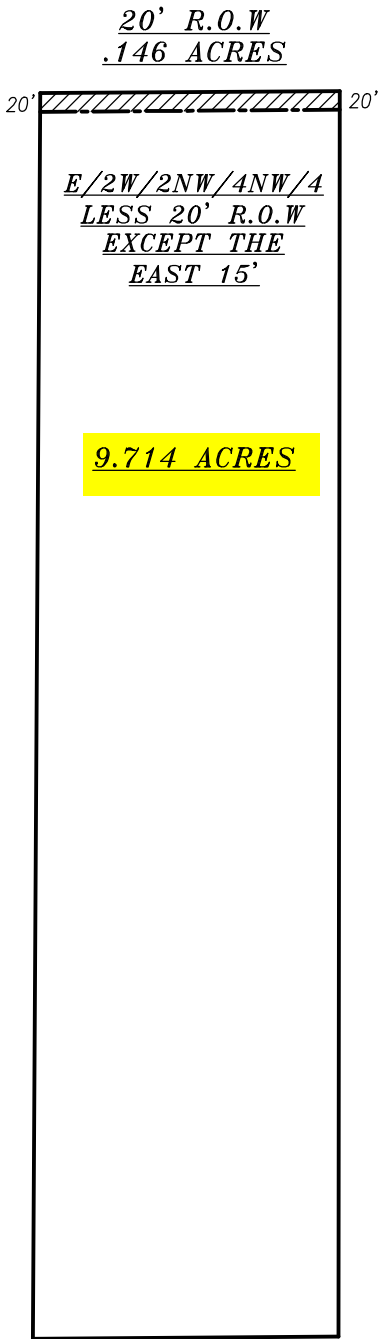


Chairman



Attest

34 EAST ORCHARD PARK
IN SECTION 28, TOWNSHIP 12 SOUTH, RANGE 25 EAST,
CHAVES COUNTY, NEW MEXICO



NOT OFFICIAL
SURVEY

PROPOSED
FAMILY LAND DIVISION
VARIANCE OF
5.000 ACRE MINIMUM

4.2.7 LOT SIZES IN ETZ

- LEGEND
- - FOUND MONUMENT AS NOTED
 - ELECTRIC LINE W/POWER POLE
 - x—x— FENCE

HARCROW SURVEYING, LLC
2316 W. MAIN ST, ARTESIA, N.M. 88210
PH: (575) 746-2158
c.harcrow@harcrowsurveying.com

200 0 200 400
SCALE: 1"=200'

SURVEY DATE: OCTOBER 30, 2025		
DRAFTING DATE: OCTOBER 31, 2025		PAGE: 1 OF 1
CHECKED BY: CH	DRAWN BY: VD	FILE: 25-1318

Unofficial survey showing the east 15 ft. in 1985.

The East One-half of the Northwest One Quarter of the Northwest One Quarter, together with the East 15 feet (15') of the West One-half of the Northwest One Quarter of the Northwest One Quarter of Section 28, Township 12 South, Range 25 East of N.M.P.M., Chavez County, New Mexico.

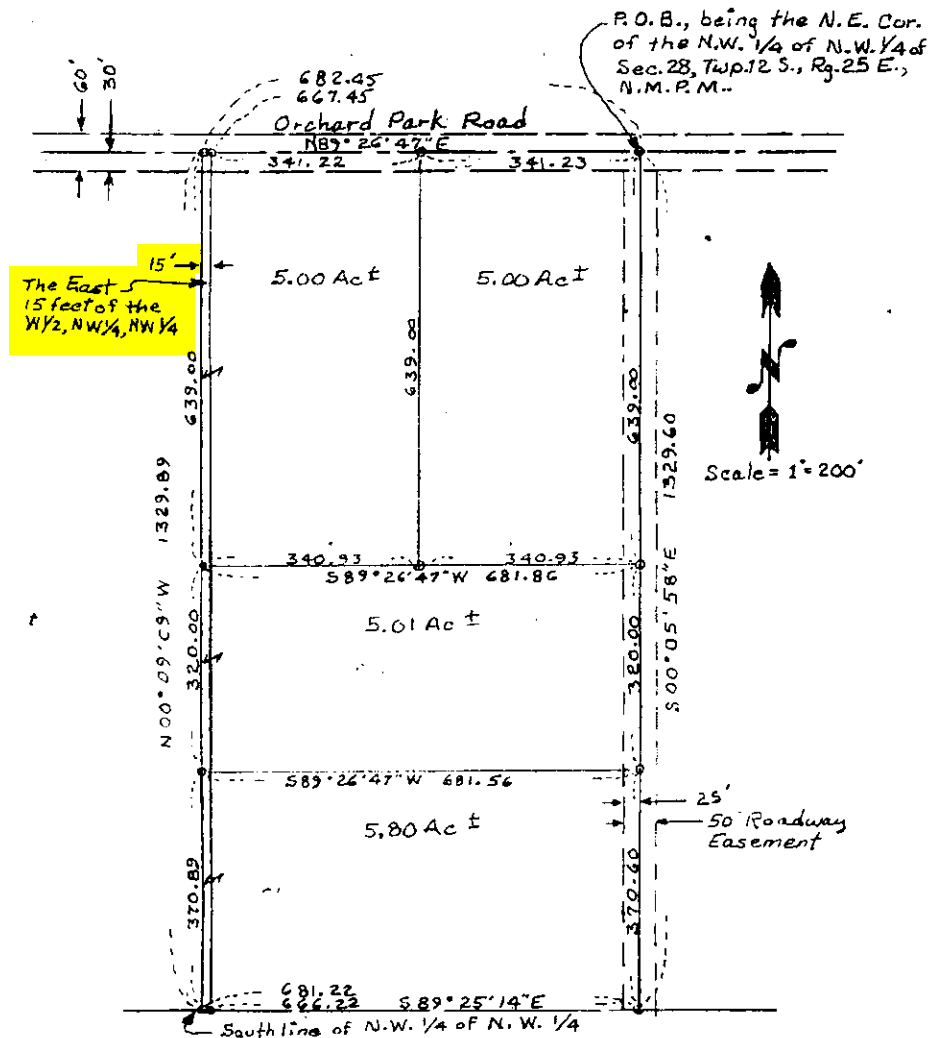
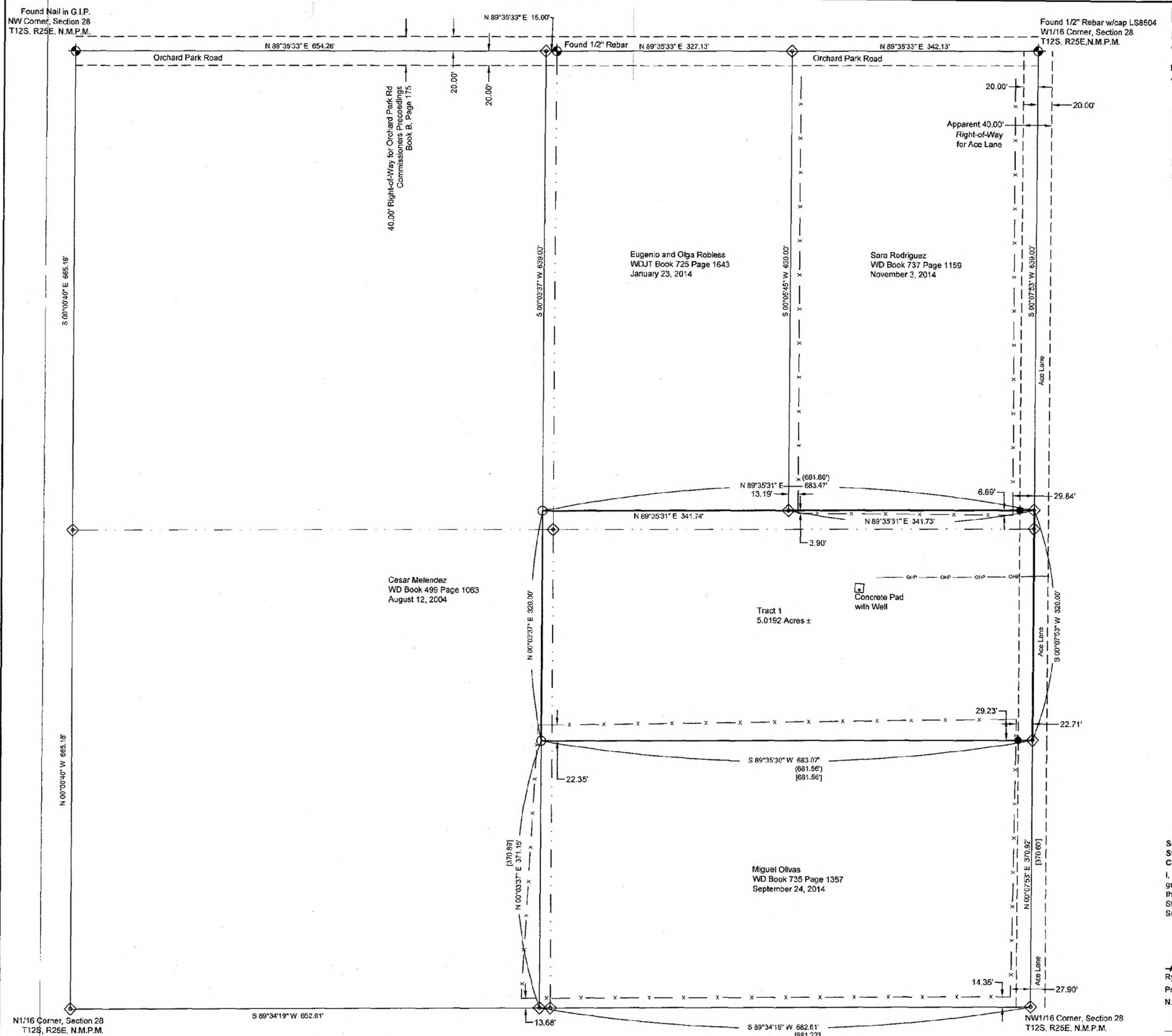


EXHIBIT B

Found Nail in G.I.P.
NW Corner, Section 28
T12S, R25E, N.M.P.M.



Melendez Boundary Retracement Survey

Part of the NW1/4NW1/4 of Section 28, Township 12 South, Range 25 East, N.M.P.M.
Chaves County, State of New Mexico

Legal Description of Record:
A tract of land as described in Quitclaim Deed recorded in Chaves County Records Book 959 Page 1 on January 23, 2017.

Notes:

- Tract 1 is located in Flood Plain Zone Designation X, Outside the 0.2% annual chance floodplain, as determined by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Nos. 35005C1675D with a date of identification of September 25, 2009.
- Section Breakdown of record from Reference #4.
- Reference Monuments are set on apparent Right-of-Way Lines

Reference Documents:

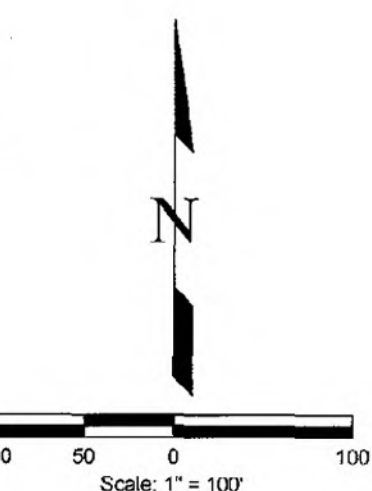
- Quitclaim Deed
Book 959, Page 1
January 23, 2017
- Warranty Deed
Book 735 Page 1357
September 24, 2014
- Landavere Boundary Survey
Atkins Engineering Associates, Inc.
Recorded December 23, 2016
Book S22 Page 58
- Plot of Survey
Atkins Engineering Associates
Recorded October 8, 1998
Book S6 Page 12
- Chacon Boundary Survey
Atkins Engineering Associates, Inc.
Recorded May 21, 2014
Book S20, Page 43
- Adjacent deeds as shown on plat.

Basis of Bearing

The basis of bearing used on this plat was established with concurrent static observations of CORS stations NMRO, TXPC, and TXKM and is determined as grid North of New Mexico State Plane East, NAD83(CORS2011)(EPOCH:2010.0000)

All dimensions on this plat are ground distances and match record unless noted otherwise.

- Legend**
- Found monument as noted
 - Set 1/2" Rebar w/cap PS22761
 - Set Reference Monument 1/2" Rebar w/cap PS22761
 - Calculated Corner not set
 - Right-of-Way Lines
 - Aliquot Section Breakdown Line
 - Fence Line
 - Overhead Powerline
 - (681.56') Record Reference #1
 - (681.56') Record Reference #2



Surveyor's Certificate

State of New Mexico
County of Chaves

I, Ryan C. Cortez, New Mexico Professional Surveyor, hereby certify that this Boundary Survey Plat was prepared from an actual ground survey performed by me or under my supervision, that I am responsible for this survey, that this survey is true and correct to the best of my knowledge and belief, that this Boundary Survey Plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico, and that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act. This is a Boundary Survey Plat of an existing tract or tracts.

Ryan C. Cortez
Professional Land Surveyor
N.M. License No. 22761

4/24/2017
Date(Signed)



FILING AND RECORDING

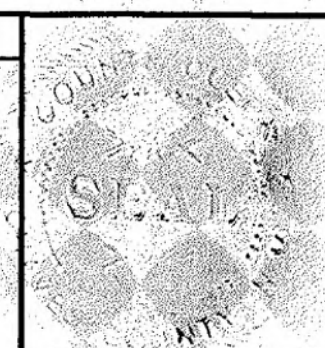
FILED FOR RECORD IN THE CHAVES COUNTY CLERK'S OFFICE ON
THE 25 DAY OF April 2017 AT 1:24 PM
IN CHAVES COUNTY RECORDS, BOOK S22, PAGE 93

FEE 25.00

RECEIPT# 400394

COUNTY CLERK Dave Kunko

DEPUTY Samuels



Teresa Melendez		REFERENCE: AEA BK 143 Pg 43 SHEET: 1 of 1	DRAWN: April 2017 FIELD: April 2017 JOB NO. MELENDE_SUR_17
Part of the NW1/4NW1/4 of Section 28 Township 12 South, Range 25 East, N.M.P.M. Chaves County, State of New Mexico		INDEXING INFORMATION COUNTY CLERK OWNER: Teresa Melendez	
Atkins ENGINEERING ASSOCIATES		LOCATION: Pt of the NW1/4NW1/4 of Section 28 Township 12 South, Range 25 East, N.M.P.M. Chaves County, State of New Mexico	



Find address



INDUSTRIAL

IND

13

SUP

15

25

27

31

37

57

61

rd Park Rd

E Orchard Park Rd

E Orchard Park Rd

IND

8

SE Main St

IND

8

22

28

30

34

48

62

Russell Rd

80

8

82

78

74

76

6714

6724

6733

6734

6735

SUP

Houma Rd



AGENDA ITEM: 2

Agreement A-25-039 between Chaves
County and Aging and Long-Term
Services Department for Capital Outlay
Agreement Appropriation A24-I5318 in
the amount of \$177,000.00

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Approve Agreement A-25-039**

SUMMARY: This Capital Outlay Agreement is to purchase and equip vehicles for the Hagerman Joy Center.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-039

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CHAVES COUNTY, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 19, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5318 ("**Project**") 06/30/2028 ("**Reversion Date** Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 19, one hundred seventy-seven thousand dollars, \$177,000, to purchase and equip vehicles for the Hagerman Senior Center in Chaves County.

B. Grantee's total reimbursements shall not exceed, one hundred seventy-seven thousand dollars, \$177,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0 which equals one hundred seventy-seven thousand dollars, \$177,000 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN

9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Alex Palomino
 - ii. Title: Public Service Director
 - iii. Address: #1 St. Mary's Place, Roswell, NM 88203
 - iv. Email: alex.palomino@chavescounty.gov
 - v. Telephone: 575-624-6611

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Adriana Zapata
 - ii. Title: Project Specialist
 - iii. Address: PO BOX 1772 Roswell, NM 88202-1772
 - iv. Email: adriana.zapata@chavescounty.gov
 - v. Telephone: 575-624-6689

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505.946.8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after

mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
- i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.

- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year

and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or

otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. Chaves County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

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

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with Chaves County, Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, Chaves County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer

without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a

nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By: _____

Title: _____

Date: _____

Office of Secretary:
or Designee

By: _____

Title: _____

Date: _____

Chief Financial Officer:
or Designee

By: _____

Title: _____

Date: _____

Chief Procurement Officer:
or Designee

By: _____

Title: _____

Date: _____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By: _____

Title: _____

Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: Chairman, Chaves County Commission Date: 1/15/2026

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____

(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E.	Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs **MUST** be submitted as soon as grantee payment has cleared.

- ___ RFP # _____ (Verify that you are submitting the correct RFP #)
- ___ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ___ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ___ Did you include the grant expiration date, and is it a valid date?
- ___ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

___ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X	A	M
P	L	E	
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ___ Invoice (All PRs)
- ___ Proof of payment (canceled check/ACH payment) (All PRs)
- ___ Grantee PO (All PRs)
- ___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ___ Certificate of Origin (all the above and PRs for Vehicles)
- ___ Odometer Disclosure
- ___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions

AGENDA ITEM: 3

Agreement A-25-040 between Chaves County
and Aging and Long-Term Services
Department for Capital Outlay Grant
Agreement A24-I5320 in the amount of
\$177,000.00

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Approve Agreement A-25-040**

SUMMARY: This is a Capital Outlay grant agreement to purchase and equip vehicles
for Lake Arthur Joy Center.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-040

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CHAVES COUNTY, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 21, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5320 ("**Project**") 06/30/2028 ("**Reversion Date** Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 21, one hundred seventy-seven thousand dollars, \$177,000, to purchase and equip vehicles for the Lake Arthur Senior Center in Chaves County.

B. Grantee's total reimbursements shall not exceed, one hundred seventy-seven thousand dollars, \$177,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0 which equals one hundred seventy-seven thousand dollars, \$177,000 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN

9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Alex Palomino
 - ii. Title: Public Service Director
 - iii. Address: #1 St. Mary's Place, Roswell, NM 88203
 - iv. Email: alexpalomino@chavescounty.gov
 - v. Telephone: 575-624-6611

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Adriana Zapata
 - ii. Title: Project Specialist
 - iii. Address: PO BOX 1772 Roswell, NM 88202-1772
 - iv. Email: adriana.zapata@chavescounty.gov
 - v. Telephone: 575-624-6689

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505.946.8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after

mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
- i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.

- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year

and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or

otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. Chaves County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

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

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with Chaves County, Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, Chaves County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer

without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a

nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By:_____

Title:_____

Date:_____

Office of Secretary:
or Designee

By:_____

Title:_____

Date:_____

Chief Financial Officer:
or Designee

By:_____

Title:_____

Date:_____

Chief Procurement Officer:
or Designee

By:_____

Title:_____

Date:_____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By:_____

Title:_____

Date:_____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: Chairman, Chaves County Commission Date: 1/15/2026

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____
(Complete Mailing, including Suite, if applicable)

City _____ State _____ Zip _____

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

**Grantee Fiscal Officer
or Fiscal Agent (if applicable)**

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs **MUST** be submitted as soon as grantee payment has cleared.

- ___ RFP # _____ (Verify that you are submitting the correct RFP #)
- ___ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ___ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ___ Did you include the grant expiration date, and is it a valid date?
- ___ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

___ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X	A	M
P	L	E	
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ___ Invoice (All PRs)
- ___ Proof of payment (canceled check/ACH payment) (All PRs)
- ___ Grantee PO (All PRs)
- ___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ___ Certificate of Origin (all the above and PRs for Vehicles)
- ___ Odometer Disclosure
- ___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions

AGENDA ITEM: 4

Agreement A-25-042 between Chaves County
and Aging and Long-Term Services
Department for Capital Outlay Grant
Agreement A24-I5322 in the amount of
\$95,000.00.

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Approve Agreement A-25-042**

SUMMARY: This is a Capital Outlay grant agreement to purchase and equip vehicles for Midway Joy Center.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-042

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CHAVES COUNTY, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 23, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5322 ("**Project**") 06/30/2028 ("**Reversion Date** Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 23, ninety-five thousand dollars, \$95,000, to purchase and equip vehicles for the Midway Senior Center in Chaves County.

B. Grantee's total reimbursements shall not exceed, ninety-five thousand dollars, \$95,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0 which equals ninety-five thousand dollars, \$95,000 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN

9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Alex Palomino
 - ii. Title: Public Service Director
 - iii. Address: #1 St. Mary's Place, Roswell, NM 88203
 - iv. Email: alexpalomino@chavescounty.gov
 - v. Telephone: 575-624-6611

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Adriana Zapata
 - ii. Title: Project Specialist
 - iii. Address: PO BOX 1772 Roswell, NM 88202-1772
 - iv. Email: adriana.zapata@chavescounty.gov
 - v. Telephone: 575-624-6689

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505.946.8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after

mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
- i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.

- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year

and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or

otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. Chaves County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

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

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with Chaves County, Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, Chaves County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer

without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a

nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By: _____

Title: _____

Date: _____

Office of Secretary:
or Designee

By: _____

Title: _____

Date: _____

Chief Financial Officer:
or Designee

By: _____

Title: _____

Date: _____

Chief Procurement Officer:
or Designee

By: _____

Title: _____

Date: _____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By: _____

Title: _____

Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: Chairman, Chaves County Commission Date: 1/15/2026

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____

(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E.	Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Printed Name

Date:

Grantee Representative

Printed Name

Date:

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs **MUST** be submitted as soon as grantee payment has cleared.

- ___ RFP # _____ (Verify that you are submitting the correct RFP #)
- ___ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ___ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ___ Did you include the grant expiration date, and is it a valid date?
- ___ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

___ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X	A	M
		P	L
			E
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ___ Invoice (All PRs)
- ___ Proof of payment (canceled check/ACH payment) (All PRs)
- ___ Grantee PO (All PRs)
- ___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ___ Certificate of Origin (all the above and PRs for Vehicles)
- ___ Odometer Disclosure
- ___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions

AGENDA ITEM: 5

Agreement A-25-043 between Chaves County
and Aging and Long-Term Services
Department for Capital Outlay Grant
Agreement A24-I5323 in the amount of
\$715,000.00.

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Approve Agreement A-25-043**

SUMMARY: This is a Capital Outlay Grant Agreement to purchase and equip vehicles
for the Roswell Joy Center.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-25-043

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 Cerrillos Road, Santa Fe, NM 87505, ("**Department**") and CHAVES COUNTY, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 24, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. A24-I5323 ("**Project**") 06/30/2028 ("**Reversion Date**"). Laws of 2024, Chapter 64, Section 10, Subsection A, Paragraph 24, seven hundred fifteen thousand dollars, \$715,000, to purchase and equip vehicles for the Roswell Senior Center in Chaves County.

B. Grantee's total reimbursements shall not exceed seven hundred fifteen thousand dollars \$715,000 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars, \$0, which equals seven hundred fifteen thousand dollars, \$715,000 ("**Adjusted Appropriation Amount**").

C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
- b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
- c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third-Party Obligations**"); and
- d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
- e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

C. Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third-Party to begin work after issuance of a Notice of Obligation by the Department.
- b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
- c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third-Party but prior to execution by the Grantee.
- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.

D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Alex Palomino
 - ii. Title: Public Services Director
 - iii. Address: #1 St. Mary's Place, Roswell, NM 88203
 - iv. Email: alexpalomino@chavescounty.gov
 - v. Telephone: 575-624-6611

B. **[OPTIONAL]** The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Adriana Zapata
 - ii. Title: Project Specialist
 - iii. Address: PO BOX 1772 Roswell, NM 88202-1772
 - iv. Email: adriana.zapata@chavescounty.gov
 - v. Telephone: 575-624-6689

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505-946-8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
- b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
- c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third-party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
- b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
- c. Termination for violation of the terms of this Agreement; or
- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
- b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:

- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
- b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. The date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- f. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- g. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.

- h. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- i. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.

B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
- b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
- c. Chaves County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Chaves County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

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

- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with Chaves County, Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
- b. In the event of termination pursuant to this paragraph, Chaves County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third-Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policymaking, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY AGING AND LONG-TERM DIVISION (ALTSD):

SPONSOR:
or Designee

By:_____

Title:_____

Date:_____

Office of Secretary:
or Designee

By:_____

Title:_____

Date:_____

Chief Financial Officer:
or Designee

By:_____

Title:_____

Date:_____

Chief Procurement Officer:
or Designee

By:_____

Title:_____

Date:_____

AS TO LEGAL FORM AND SUFFICIENCY (ALTSD)

General Counsel's Office:
or Designee

By:_____

Title:_____

Date:_____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: Chairman, Chaves County Commission Date: 1/15/2026

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____

(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E.	Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs **MUST** be submitted as soon as grantee payment has cleared.

- ___ RFP # _____ (Verify that you are submitting the correct RFP #)
- ___ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ___ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ___ Did you include the grant expiration date, and is it a valid date?
- ___ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

___ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X	A	M
		P	L
			E
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ___ Invoice (All PRs)
- ___ Proof of payment (canceled check/ACH payment) (All PRs)
- ___ Grantee PO (All PRs)
- ___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ___ Certificate of Origin (all the above and PRs for Vehicles)
- ___ Odometer Disclosure
- ___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions

AGENDA ITEM: 6

Agreement A-26-001 between Chaves County
and Aging and Long-Term Services
Department for Capital Outlay Grant
Agreement A25-J2037.28 in the amount of
\$39,608.00.

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Adriana Zapata, Project Specialist**

ACTION REQUESTED: **Approve Agreement A-26-001**

SUMMARY: This is a Capital Outlay grant agreement to renovate and replace the doors for the Roswell Joy Senior Center in Chaves County.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Agreement A-26-001

SUMMARY BY: **Adriana Zapata, Project Specialist**

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, AGING AND LONG-TERM SERVICES DEPARTMENT, 2550 CERRILLOS ROAD, SANTA FE, NM 87505, ("**Department**") and CHAVES COUNTY, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 16, Paragraph 15, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. A25-J2037.28 ("**Project**") 06/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 16, Paragraph 15, Thirty-nine thousand six hundred eight dollars \$39,608, to renovate and replace the doors for the Roswell Joy Senior Center in Chaves County.
- B. Grantee's total reimbursements shall not exceed Thirty-nine thousand six hundred eight dollars \$39,608 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, zero dollars \$0, which equals Thirty-nine thousand six hundred eight dollars, \$39,608 ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit**

A and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third-Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B.** Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C.** Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third-Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

- c. Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third-Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as Exhibit 2.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit D**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit D** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:
 - a. Grantee:
 - i. Name: Alex Palomino
 - ii. Title: Public Services Director
 - iii. Address: #1 St. Mary's Place, Roswell, NM 88203
 - iv. Email: alex.palomino@chavescounty.gov
 - v. Telephone: 575-624-6611
- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

- a. Grantee:
 - i. Name: Adriana Zapata
 - ii. Title: Project Specialist
 - iii. Address: PO BOX 1597, Roswell, NM 88202-1597
 - iv. Email: adriana.zapata@chavescounty.gov
 - v. Telephone: 575-624-6689

C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

- a. Department:
 - i. Name: Tasha Martinez | Mehdi Pourali
 - ii. Title: Bureau Chief | Project Coordinator
 - iii. Address: 2550 Cerrillos Road, Santa Fe, NM 87505
 - iv. Email: tasha.martinez@altsd.nm.gov | mehdi.pourali@altsd.nm.gov
 - v. Telephone: 505.316.8900 | 505-946-8855

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
 - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
 - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
 - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
 - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.

- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter. Quarterly reports shall be in the form required by **Exhibit C**, attached hereto and incorporated herein by reference.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit B**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
 - i. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - iii. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the

planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. From the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of

Finance's express written approval will trigger the Département's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.

- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restrictions, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the

official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.

- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third-Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.

- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Chaves County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. Chaves County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Chaves County or the State of New Mexico in the event of immediate or Early Termination of this

Agreement by the Chaves County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with Chaves County, Chaves County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, Chaves County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State’s Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
 - a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit D**, upon notice to Grantee, without need for formal amendment of this Agreement;

- ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance (“**SBOF**”), an entity separate and distinct from the Department.
 - a. Grantee acknowledges and agrees:
 - i. It is Grantee’s responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department’s failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department’s obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn’t proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF’s Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee’s rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee’s rights and obligations approved by the State shall be subject to the provisions of this Agreement.

- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
 - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
 - a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY AGING AND LONG-TERM SERVICES DEPARTMENT:

SPONSOR: By: _____
Title: _____ Date: _____

Office of Secretary: By: _____
Title: _____ Date: _____

Chief Financial Officer: By: _____
Title: _____ Date: _____

Chief Procurement Officer: By: _____
Title: _____ Date: _____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office: By: _____
Title: _____ Date: _____

APPROVED BY GRANTEE:

GRANTEE: By: _____
Name Title: Chairman, Chaves County Commission Date: 1/15/2026

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Name Title: _____ Date: _____

GRANTEE: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A
Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# _____]

DATE: _____

TO: Department Representative: AGING & LONG-TERM SERVICES DEPARTMENT

FROM: Grantee: _____ Grantee Official Representative: _____

Grantee Address: _____

Name of Senior Center: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within The scope of the project description, subject to all the terms and conditions of the above-referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \$ _____

The Amount of this Notice of Obligation: \$ _____

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

The Total Amount of all Notices of Obligation to Date: \$ _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____ Title: _____

Signature: _____ Date: _____

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NOO Revised: 10-14-2025 **PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov**

EXHIBIT B
Request for Payment Form and Certification

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Senior Center (Name): _____

C. Street Address: _____

(Complete Mailing, including Suite, if applicable)

City State Zip

D. Phone No: _____

E. Grant No: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E.	Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant

Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (attach wire if first draw)

I. ☐ Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

ALTSD Capital Outlay Bureau Chief

Date

ALTSD Capital Outlay Fiscal Coordinator

Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

Revised 4-20-18

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs MUST be submitted as soon as grantee payment has cleared.

- ___ RFP # _____ (Verify that you are submitting the correct RFP #)
- ___ A-Code _____ (Verify that you are requesting payment for the correct grant #)
- ___ Verify \$ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?
- ___ Did you include the grant expiration date, and is it a valid date?
- ___ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2 nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4 th Quarter	April 1 – June 30

___ Verify that “Amount of invoice” and “Amount applicable to this Grant” are correct. (For example, if an invoice is for \$100.00 but only \$50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	\$100.00	\$50.00
E	X A M P	L E	
Amount Requested this Payment:			\$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

- ___ Invoice (All PRs)
- ___ Proof of payment (canceled check/ACH payment) (All PRs)
- ___ Grantee PO (All PRs)
- ___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

- ___ Certificate of Origin (all the above and PRs for Vehicles)
- ___ Odometer Disclosure
- ___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C
Quarterly Reports Form and Certification

EXHIBIT D
Special Conditions

EXHIBIT E
Data Sharing Provisions

AGENDA ITEM: ____7____

Resolution R-26-001 Notice for
Public Meetings of the Chaves County
Board of Commissioners

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Resolutions

ITEM SUMMARY:

In accordance with the Open Meetings Act, the Chaves County Board of Commissioners is required to publish a notice of public hearings each year. The attached resolution, if approved, would establish Commission meetings once monthly and Indigent Health/Hospital Care Board reports/agenda items be presented quarterly, on the third Thursday of the month at the Board of Commissioners meeting at 9:00 a.m

This Resolution will be in effect starting January 01, 2026

Staff recommends approval

SUPPORT DOCUMENTS: Resolution R-26-001, Meeting Schedule for 2026

SUMMARY BY: Bill Williams

TITLE: County Manager

RESOLUTION R-26-001 NOTICE FOR PUBLIC MEETINGS

WHEREAS, Section 10-15-1(D) of the Open Meetings Act (NMSA 1978, Sections 10-15- 1 to -4) states, that, except as may be otherwise provided in the Constitution for the provisions of the Open Meetings Act, all meetings of a quorum of any members of any boards, counsel, commission, administrative adjudicatory body or other policy making body of any state or local public agency for the purpose of formulating public policy, discussing public business, or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meeting subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Chaves County Commission to determine annually what constitutes reasonable notice of its public meetings.

NOW, THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that:

1. The Chaves County Commission will meet once monthly. The meetings will be held at 9:00 a.m. on the third Thursday of each month, unless otherwise specifically changed by the Chairman with ten (10) days' notice. The meetings will be held in the Chaves County Commission Chambers of the Chaves County Administrative Center located at #1 St Mary's Place Roswell, New Mexico.
2. The agenda will be available at least seventy-two (72) hours prior to the meeting from the County Commissioner's Office located in the Chaves County Administrative Center, Roswell, New Mexico. Notice of any other regular meeting will be ten (10) days in advance of the meeting date. The notice shall indicate how a copy of the agenda may be obtained.
3. The Chairman or a majority of the members upon three (3) days' notice shall call special meetings. The notice shall include an agenda for the meeting or information on how members of the public may obtain a copy of the agenda. The agenda shall be available to the public at least seventy-two (72) hours before any special meeting.
4. Emergency meetings will be called only under unforeseen circumstances, which demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss.
5. The Board of County Commissioners will avoid emergency meetings whenever possible. The Chairman or majority of the members upon twenty-four (24) hours' notice may call emergency meetings, unless threats of personal injury or property damage require less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda.

6. For the purpose of regular meetings described in paragraph 2 of this Resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in Chaves County in the State of New Mexico and posted on the bulletin board located in the west hallway of the Chaves County Administrative Building. Although not a requirement, the agenda will also be posted on the County website at www.co.chaves.nm.us. The County Commissioner's office shall also fax and/or e-mail copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.
7. For the purpose of special meetings and emergency meetings described in paragraph 3 and 4 of this Resolution, notice requirements shall be met by posting notice of the date, time and place and agenda on the bulletin board located in the west hallway of the Chaves County Administrative Building. The County Commissioner's office shall also email copies of the written notice to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation, which have made a written request for notice of public meetings.
8. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid, or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 575 624-6600. This should be done at least one week prior to the meeting.

Public documents, including the agenda and minutes can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

9. A member of the Chaves County Board of Commissioners may participate by telephone or other similar communications equipment when it is difficult or impossible for the Commissioner to attend the meeting in person, provided that the Commissioner can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the Commission.
14. The Board of Commissioners may close a meeting to the public only if the subject matter of such discussion or action is exempted from the open meeting requirements under Section 10-15-1(H) of the Open Meetings Act.
 - a. If any meeting is closed during an open meeting, such closure shall be approved by the majority vote of a quorum of the Commission taken during the open meeting. The authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion for closure and the vote on closure

on each individual member shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

- b. If a decision to hold a closed meeting is made when the Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provisions of law authorizing the closed meeting and the subject to be discussed with reasonable specificity is given to the members and the general public.
- c.F following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion for notice for closure.
- d. Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in the closed meetings shall be made by the vote of the Commission in an open public meeting.

Passed this 15th day of January 2025.

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C. Taylor, Chairman

Michael Perry, Vice Chairman

ATTEST:

Dara Dana, Member

Herbert (Hub) Corn, Member

Cindy Fuller
County Clerk

R. Cliff Waide, Member

2026 COUNTY COMMISSION MEETING SCHEDULE

Generally, Commission meetings will be held at 9:00 a.m. on the third Thursday of the month; however, the July meetings was rescheduled due to conflicts. The list below shows the actual dates for all scheduled meetings in 2026.

January 15, 2026
February 19, 2026
March 19, 2026
April 16, 2026
May 21, 2026
June 18, 2026
***July 23, 2026**
August 20, 2026
September 17, 2026
October 15, 2026
November 19, 2026
December 17, 2026

PLEASE NOTE:

Agenda items for all 2026 Commission meetings are **due by 3:00 pm on the Thursday prior to the scheduled meeting date.**

Commission packets will be distributed on the Friday **before the scheduled meeting.**

The entire Commission packet can also be viewed on the County website either the Friday before the scheduled meeting, or the Monday before the scheduled meeting, depending on the amount of time involved in compiling the electronic packet. **<http://chavescounty.gov>**

AGENDA ITEM: 8

Resolution R-26-002
Appointment to the County
Valuation Protest Board

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams

ACTION REQUESTED: Appoint Valuation Protest Board Members

ITEM SUMMARY:

New Mexico Law requires the Board of County Commissioners to appoint two members to the Valuation Protest Board. An employee of the State Property Tax Division will also serve as a member of the Board. Additionally, the County is required to provide two alternate members to the Board.

Ed McClelland, and Jim Moore are both willing to serve as members of the Valuation Protest Board, and Bud Kunkel, and Jim Manatt are willing to serve as alternates. These Members will serve for two years, 2026 and 2027.

SUPPORT DOCUMENTS: Resolution R-26-002

SUMMARY BY: Bill Williams

TITLE: County Manager

RESOLUTION R-26-002
APPOINTMENT TO THE COUNTY VALUATION PROTEST BOARD

WHEREAS, the Chaves County Board of Commissioners is required by State law, NMSA 1978 Section 7-38-25 (1997), to appoint members to the County Valuation Protest Board, and

WHEREAS, these Board members shall serve for a period of two years, 2026 and 2027, and

WHEREAS, this Board is made up of two members appointed by the County Commission and one member of the State Property Tax Division, and

WHEREAS, Mr. Ed McClelland and Mr. Jim Moore are willing to serve on the County Valuation Protest Board, and

WHEREAS, Mr. Oscar "Bud" Kunkle Jr. and Mr. James "Jim" Manatt are willing to serve as alternates to the County Valuation Protest Board.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that Ed McClelland and Jim Moore are hereby appointed as members of the County Valuation Protest Board, as primary Appraiser, and primary Public Member, respectively.

LET IF BE FURTHER RESOLVED that Oscar "Bud" Kunkel Jr. and James "Jim" Manatt are hereby appointed as alternates to the County Valuation Protest Board, as alternate Appraiser, and Public Member, respectively.

DONE this 15th day of January, 2026.

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C Taylor, Chairman

Michael Perry, Vice-Chairman

ATTEST:

Dara Dana, Member

Herbert (Hub) Corn, Member

Cindy Fuller
County Clerk

R. Cliff Waide, Member

AGENDA ITEM: 9

Resolution R-26-003

Budget Adjustment Resolution FY 2026

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY:

Anabel Barraza, CFO

ACTION REQUESTED:

Approval of Resolution R-26-003

SUMMARY:

The Finance Department is requesting a budget adjustment for the line items listed in Exhibit A. These adjustments include allocations for donations from Tractor Supply and Devon Energy to the Sheriff's Office; an adjustment to gross receipts tax revenue reflecting a mid-year increase; budget adjustments for two funding sources from the New Mexico Department of Transportation for road projects; an increase related to the detention center security upgrade project; funding for a sidewalk project at the Saint Mary's Complex building; and the replacement of an HVAC unit at the detention center..

Staff Recommends/Requests: Approval of Resolution R-26-003

SUPPORT DOCUMENTS:

Resolution R-26-003

SUMMARY BY:

Anabel Barraza, CFO

RESOLUTION R-26-003

BUDGET ADJUSTMENT REQUEST

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on January 15, 2026, the following was among the proceedings:

WHEREAS, the budget must be adjusted for fiscal year 2025-2026 revenue and expenditures; and,

WHEREAS, there are sufficient funds available for the budget adjustments; and,

WHEREAS, budget adjustments are necessary to ensure positive budget balances; and,

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 25-26 Final Budget as designated in Exhibit 'A', attached.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the line item changes and requests approval from DFA Local Government Division for budget adjustments.

Done at Roswell, New Mexico, this 15th day of January 2026.

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C. Taylor, Chairman

Michael Perry, Vice-Chairman

ATTEST:

Dara Dana, Member

Cliff Waide, Member

Cindy Fuller
County Clerk

Herbert (Hub) Corn, Member

AGENDA ITEM: 10

Resolution R-26-004

NMFA Loan Approval PPRF-6970 for a
purchase of Fire Equipment for Berrendo Fire
Dept.

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Anabel Barraza, CFO**

ACTION REQUESTED: **Approval of Resolution R-26-004**

SUMMARY: This resolution requests Commission approval of the final loan documents between Chaves County and the New Mexico Finance Authority (NMFA) for the purchase of a fire apparatus for the Berrendo Volunteer Fire Department. The loan will be issued in the amount of \$373,528.00 with a repayment term of eight (8) years. Loan repayments will be intercepted by NMFA from the fire department's annual fire protection fund distributions. Additionally, the loan documents include provisions to ensure Chaves County is reimbursed for payment made toward the purchase of the fire apparatus with this loan. The scheduled closing date is February 27th, 2026.

Staff Recommends/Requests: Approval of Resolution R-26-004

SUPPORT DOCUMENTS: Resolution R-26-004

SUMMARY BY: **Anabel Barraza, CFO**

STATE OF NEW MEXICO
COUNTY OF CHAVES

The County Commission (the “Governing Body”) of Chaves County, New Mexico, met in regular session in full conformity with law and the rules and regulations of the Governing Body at 1 St. Mary’s Place, Roswell, New Mexico 88203, New Mexico being the meeting place of the Governing Body for the regular meeting held on the 15th day of January 2026, at the hour of 9:00 a.m. Upon roll call, the following members were found to be present:

Present:

Absent:

Also Present:

Thereupon, there was officially filed with the County Clerk a copy of a proposed Resolution in final form.

CHAVES COUNTY, NEW MEXICO
RESOLUTION NO. R-26-004

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CHAVES COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$373,528 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A FIRE TRUCK AND THE RELATED EQUIPMENT FOR THE BERRENDO VOLUNTEER FIRE DEPARTMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Resolution unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the Loan Agreement and Intercept Agreement be executed and delivered and that the financing of the acquisition of the Project take place by executing and delivering the Loan Agreement and Intercept Agreement; and

WHEREAS, the Governmental Unit may use the Pledged Revenues to finance the Project; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the Loan Agreement; and

WHEREAS, other than as described in Exhibit “A” to the Loan Agreement, the Pledged Revenues have not been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, the Governmental Unit desires to provide that distributions of the Pledged Revenues be redirected to the Finance Authority or its assigns pursuant to the Intercept Agreement between the Governmental Unit and the Finance Authority (the “Intercept Agreement”) for the payment of amounts due under the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Resolution and the forms of the Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will not be used for purposes which would cause the Loan Agreement to be deemed a “private activity bond” as defined by the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Governing Body intends by this Resolution to authorize the execution and delivery of the Loan Agreement in the amount and for the purposes set forth herein; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement and Intercept Agreement which are required to have been obtained by the date of this Resolution, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Resolution, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chair and County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse the Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of the Loan Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Completion Date” means the date of final payment of the cost of the Project.

“District” means the Berrendo Volunteer Fire Department within the Governmental Unit.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet, authorized to distribute the Pledged Revenues on behalf of the Governmental Unit.

“Expenses” means the cost of issuance of the Loan Agreement and the costs of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit established under the Indenture and held by the Finance Authority to pay principal and interest, if any, on the Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the County Commission of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Chaves County, New Mexico.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Resolution and not solely to the particular section or paragraph of this Resolution in which such word is used.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, as successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of Pledged Revenues in amounts sufficient to pay principal and interest due on the Loan Agreement, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit by the Finance Authority pursuant to the Loan Agreement.

“Loan Agreement” means the Loan Agreement dated the Closing Date between the Finance Authority and the Governmental Unit which provides for the financing of the Project and requires payments by or on behalf of the Governmental Unit to the Finance Authority and/or the Trustee and any amendments or supplements thereto, and including the exhibits attached to the Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the Loan Agreement as shown on the Term Sheet.

“NMSA” means the New Mexico Statutes Annotated, 1978, as amended and supplemented.

“Parity Obligations” means the Loan Agreement and any other obligations, now or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on parity with the Loan Agreement, including those obligations described on the Term Sheet.

“Pledged Revenues” means the State Fire Protection Fund revenues distributed to the Governmental Unit for the District, which is utilizing the Project and benefiting from the Loan Agreement, which distribution is made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978, as amended, in the amount certified by the State Fire Marshal.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project described in Exhibit “A” to the Loan Agreement.

“Resolution” means this Resolution No. R-26-004 adopted by the Governing Body on January 15, 2026, approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” to the Loan Agreement.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Governing Body and officers of the Governmental Unit directed toward the acquisition of the Project and the execution and delivery of the Loan Agreement and the Intercept Agreement, be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the Loan Agreement and the Intercept Agreement. The acquisition of the Project and the method of financing the Project through execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents and the issuance and delivery of the Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of the Governmental Unit.

F. The Governmental Unit will acquire the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from the Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. Loan Agreement and Intercept Agreement - Authorization and Detail.

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement and the Intercept Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$373,528 plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the acquisition of the Project; and (ii) make a deposit to the Finance Authority Debt Service Account. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$373,528, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on May 1 and November 1 of each year, beginning on May 1, 2027 at the rates designated in Exhibit "B" to the Loan Agreement.

Section 6. Approval of Loan Agreement and Intercept Agreement. The forms of the Loan Agreement and the Intercept Agreement, as presented at the meeting of the Governing Body at which this Resolution was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement and the Intercept Agreement, with such changes, insertions and omissions that are consistent with this Resolution as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the Loan Agreement and the Intercept Agreement and attest the same. The execution of the Loan Agreement and the Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally

available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds: Completion of Acquisition of the Project.

A. Program Account, Finance Authority Debt Service Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held by the Finance Authority and to the Program Account, to be held by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves the deposit of a portion of the proceeds of the Loan Agreement in the Program Account, as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account and Finance Authority Debt Service Account shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan Agreement and the Indenture.

The Governmental Unit will acquire the Project with all due diligence.

B. Completion of Acquisition of the Project. Upon the Completion Date, the Governmental Unit shall execute and send to the Finance Authority a certificate stating that acquisition of and payment for the Project have been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues, Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pursuant to the Intercept Agreement, Pledged Revenues shall be paid directly by the Distributing State Agency to the Finance Authority for deposit in the Finance Authority Debt Service Account and remittance to the Trustee in an amount sufficient to pay the principal and interest due under the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account if the amount in the Finance Authority Debt Service Account totals a sum at least equal to the entire aggregate amount to become due as to principal, interest on, and any other amounts due under, the Loan Agreement in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely

to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided below.

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section and any payments required by outstanding Parity Obligations, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and shall be applied to any other lawful purpose, including, but not limited to, the payment of any Parity Obligations or bonds, or obligations subordinate and junior to the Loan Agreement, or other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged to, and are hereby pledged to, and the Governmental Unit grants a security interest therein for, the payment of the principal, interest and any other amounts due under the Loan Agreement, subject to the uses hereof permitted by and the priorities set forth in this Resolution. The Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth herein and therein and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Resolution, the Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Resolution, the Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Resolution, the Loan Agreement and Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement, Intercept Agreement and the publication of the summary of this Resolution set out in Section 17 of this Resolution (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Resolution. Prior to the date of the initial delivery of the Loan Agreement to the Finance Authority, the provisions of this Resolution may be supplemented or amended by resolution of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Resolution. This Resolution may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Resolution Irrepealable. After the Loan Agreement and Intercept Agreement have been executed and delivered, this Resolution shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Resolution, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chair and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Resolution (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Resolution shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Resolution shall be published in substantially the following form:

(Form of Summary of Resolution for Publication)

Chaves County, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. R-26-004, duly adopted and approved by the Governing Body of Chaves County, New Mexico, on January 15, 2026. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 1 St. Mary's Place, Roswell, New Mexico 88203.

The title of the Resolution is:

CHAVES COUNTY, NEW MEXICO
RESOLUTION NO. R-26-004

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN CHAVES COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$373,528 TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF PURCHASING A FIRE TRUCK AND THE RELATED EQUIPMENT FOR THE BERRENDO VOLUNTEER FIRE DEPARTMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE

TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Resolution is contained in its title. This notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF JANUARY, 2026.

CHAVES COUNTY, NEW MEXICO

By _____
_____, Chair

[SEAL]

ATTEST:

By _____
Cindy Fuller, County Clerk

Commissioner _____ then moved adoption of the foregoing Resolution, duly seconded by Commissioner _____.

The motion to adopt said Resolution, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye: _____

Those Voting Nay: _____

Those Absent: _____

_____ () members of the Governing Body having voted in favor of said motion, the Chair declared said motion carried and said Resolution adopted, whereupon the Chair and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Resolution, the meeting on the motion duly made, seconded and unanimously carried, was adjourned.

CHAVES COUNTY, NEW MEXICO

By _____
_____, Chair

[SEAL]

ATTEST:

By _____
Cindy Fuller, County Clerk

EXHIBIT "A"

Meeting Agenda
of the January 15, 2026
County Commission Meeting

(SEE ATTACHED)

STATE OF NEW MEXICO
COUNTY OF CHAVES

I, Cindy Fuller, the duly qualified and acting County Clerk of Chaves County, New Mexico (the "Governmental Unit"), do hereby certify:

1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the County Commission of Chaves County, New Mexico (the "Governing Body"), constituting the governing body of the Governmental Unit had and taken at a duly called regular meeting held at 1 St. Mary's Place, Roswell, New Mexico 88203, on January 15, 2026, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

3. Notice of said meeting was given in compliance with the permitted methods of giving notice of regular meetings of the Governing Body as required by the Governmental Unit's open meetings standards presently in effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of February, 2026.

CHAVES COUNTY, NEW MEXICO

By _____
Cindy Fuller, County Clerk

[SEAL]

7594733

CHAVES COUNTY, NEW MEXICO
RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO, DECLARING ITS OFFICIAL INTENT TO REIMBURSE ITSELF WITH THE PROCEEDS OF A FUTURE TAX-EXEMPT BORROWING FOR CAPITAL EXPENDITURES PAID TO FINANCE THE PURCHASE OF A FIRE TRUCK AND THE RELATED EQUIPMENT FOR THE BERRENDO VOLUNTEER FIRE DEPARTMENT; IDENTIFYING THE CAPITAL EXPENDITURES AND THE FUNDS TO BE USED FOR SUCH PAYMENT; AND PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, Chaves County (the “Governmental Unit”), in the State of New Mexico (the “State”), is a county duly organized and existing pursuant to the Constitution and laws of the State; and

WHEREAS, the Governmental Unit County Commission (the “Governing Body”) is the governing body of the Governmental Unit; and

WHEREAS, the Governing Body has determined that it is in the best interest of the Governmental Unit to make certain capital expenditures in connection with the Project (as hereinafter defined); and

WHEREAS, the Governmental Unit currently intends and reasonably expects to participate in a tax-exempt borrowing to finance such capital expenditures within 18 months of the date of such capital expenditures or the placing in service of the Project, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), including an amount not to exceed \$373,528 for reimbursing the Governmental Unit for the portion of such capital expenditures made no earlier than 60 days prior to the date hereof or to be made after the date hereof but before such borrowing; and

WHEREAS, the Governing Body hereby desires to declare its official intent, pursuant to 26 C.F.R. §1.150-2, to reimburse the Governmental Unit for such capital expenditures with the proceeds of the Governmental Unit’s future tax-exempt borrowing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE GOVERNMENTAL UNIT THAT:

Section 1. Declaration of Official Intent. The Governmental Unit presently intends and reasonably expects to finance the purchase of a fire truck and the related equipment for the Berrendo Volunteer Fire Department (the “Project”) with moneys currently held in Governmental Unit’s general fund.

Section 2. Dates of Capital Expenditures. All of the capital expenditures within the scope of this Resolution were made no earlier than 60 days prior to the date of this Resolution.

Section 3. Issuance of Bonds or Notes. The Governmental Unit presently intends and reasonably expects to participate in a tax-exempt borrowing within 18 months of the date of the

expenditure of moneys on the Project or the date upon which the Project is placed in service or abandoned, whichever is later (but in no event more than three years after the date of the original expenditure of such moneys), and to allocate an amount not to exceed \$373,528 of the proceeds thereof to reimburse the Governmental Unit for its prior expenditures in connection with the Project.

Section 4. Confirmation of Prior Acts. All prior acts of the officials, agents and employees of the Governmental Unit that are in conformity with the purpose and intent of this Resolution, and in furtherance of the Project, shall be and the same hereby are in all respects ratified, approved and confirmed.

Section 5. Repeal of Inconsistent Resolutions. All other resolutions of the Governing Body, or parts of resolutions, inconsistent with this Resolution are hereby repealed to the extent of such inconsistency.

Section 6. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption.

ADOPTED AND APPROVED this 15th day of January, 2025.

CHAVES COUNTY, NEW MEXICO

By _____
_____, Chair

[SEAL]

ATTEST:

By _____
Cindy Fuller, County Clerk

7594734

\$373,528

LOAN AGREEMENT

dated

February 27, 2026

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CHAVES COUNTY, NEW MEXICO

Certain interests of the New Mexico Finance Authority under this Loan Agreement may be assigned to BOKF, NA as trustee under the Indenture, as defined in Article I of this Loan Agreement.

LOAN AGREEMENT

THIS LOAN AGREEMENT dated the Closing Date is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and the CHAVES COUNTY, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

W I T N E S S E T H:

WHEREAS, the Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly Section 6-21-1 et seq., NMSA 1978, as amended (the "Finance Authority Act"); and

WHEREAS, one of the purposes of the Finance Authority Act is to implement a program to permit qualified entities, such as the Governmental Unit, to enter into agreements with the Finance Authority to facilitate financing of public projects; and

WHEREAS, the Governmental Unit is a political subdivision duly organized and existing under and pursuant to the laws of the State and is a qualified entity under the Finance Authority Act; and

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the costs of the Project as described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Act authorizes the Governmental Unit to use the Pledged Revenues to finance the Project and to enter into this Loan Agreement; and

WHEREAS, the Finance Authority has determined that the Project is important to the overall capital needs of the residents of the State and that the Project will directly enhance the health and safety of the residents of the Governmental Unit; and

WHEREAS, the Governmental Unit may qualify as a disadvantaged qualified entity, as shown on the Term Sheet.

WHEREAS, the Governmental Unit has entered into the Intercept Agreement by and between the Finance Authority and the Governmental Unit whereby the Pledged Revenues due to the Governmental Unit from the Distributing State Agency are intercepted by the Finance Authority, or the Trustee, as its assignee, to make payments due under this Loan Agreement; and

WHEREAS, the Finance Authority may assign and transfer this Loan Agreement to the Trustee pursuant to the Indenture; and

WHEREAS, except as shown on the Term Sheet, the Pledged Revenues have not been pledged or hypothecated in any manner or for any purpose at the time of the execution and delivery

of this Loan Agreement, and the Governmental Unit desires to pledge the Pledged Revenues toward the payment of this Loan Agreement; and

WHEREAS, the obligation of the Governmental Unit hereunder shall constitute a special, limited obligation of the Governmental Unit, limited to the Pledged Revenues, and shall not constitute a general obligation or other indebtedness of the Governmental Unit or a charge against the general credit or ad valorem taxing power of the Governmental Unit or the State; and

WHEREAS, the execution, performance and delivery of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Governing Body pursuant to the Authorizing Legislation; and

WHEREAS, the execution and performance of this Loan Agreement and the Intercept Agreement have been authorized, approved and directed by all necessary and appropriate action of the Finance Authority; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I **DEFINITIONS**

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise.

“Act” means the general laws of the State, including Sections 3-31-1 through 3-31-12 or 4-62-1 through 4-62-10, as applicable, and Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and the Intercept Agreement, including the Authorizing Legislation.

“Additional Payment Obligations” means payments in addition to Loan Agreement Payments required by this Loan Agreement, including, without limitation, payments required pursuant to the provisions of Article IX and Article X hereof.

“Aggregate Annual Debt Service Requirement” means the total principal, interest, and premium payments, if any, due and payable pursuant to this Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorizing Legislation” means the Ordinance or Resolution, as described on the Term Sheet.

“Authorized Officers” means, in the case of the Governmental Unit, the persons as described on the Term Sheet and, in the case of the Finance Authority, the Chair, Vice-Chair and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the Finance Authority designated in writing by an Authorized Officer.

“Blended Interest Rate” means the rate of interest on this Loan Agreement as shown on the Term Sheet.

“Bond Counsel” means nationally recognized bond counsel experienced in matters of municipal law satisfactory to the Trustee and listed in the list of municipal bond attorneys, as published semi-annually by The Bond Buyer’s Municipal Marketplace, or any successor publication, acting as Loan Counsel to the Finance Authority.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority to fund or reimburse this Loan Agreement.

“Closing Date” means the date of execution, delivery and funding of this Loan Agreement as shown on the Term Sheet.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“District” means the volunteer fire department, if any, within the Governmental Unit as shown on the Term Sheet.

“Distributing State Agency” means the department or agency of the State, as shown on the Term Sheet, authorized to distribute the Pledged Revenues to or on behalf of the Governmental Unit.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Expenses” means the costs of issuance of this Loan Agreement and the Bonds, if any, and periodic and regular fees and expenses incurred by the Finance Authority in administering this Loan Agreement, including legal fees.

“Finance Authority Debt Service Account” means the debt service account established in the name of the Governmental Unit within the Debt Service Fund, as defined in the Indenture, held and administered by the Finance Authority to pay principal and interest, if any, on this Loan Agreement as the same become due.

“Fiscal Year” means the period beginning on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the duly organized governing body of the Governmental Unit and any successor governing body of the Governmental Unit as described on the Term Sheet.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture (as defined in the Indenture).

“Independent Accountant” means: (i) an accountant employed by the State and under the supervision of the State Auditor; or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit; (b) does not have any substantial interest, direct or indirect, with the Governmental Unit; and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intercept Agreement” means the Intercept Agreement, dated the Closing Date, between the Governmental Unit and the Finance Authority providing for the direct payment by the Distributing State Agency to the Finance Authority of the Pledged Revenues in amounts sufficient to pay Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan” means the funds in the Loan Agreement Principal Amount to be loaned to the Governmental Unit by the Finance Authority pursuant to this Loan Agreement.

“Loan Agreement” means this loan agreement and any amendments or supplements hereto, including the exhibits attached to this loan agreement.

“Loan Agreement Balance” means, as of any date of calculation, the Loan Agreement Principal Amount less the aggregate principal amount paid or prepaid pursuant to the provisions of this Loan Agreement.

“Loan Agreement Payment” means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Governmental Unit as payment of this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a payment is due on this Loan Agreement as shown on Exhibit “B” hereto.

“Loan Agreement Principal Amount” means the original principal amount of this Loan Agreement as shown on the Term Sheet.

“Loan Agreement Reserve Account” means the loan agreement reserve account established in the name of the Governmental Unit, if any, funded from the proceeds of this Loan Agreement and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means, with respect to the Loan, the amount shown as the Loan Agreement Reserve Account deposit on the Term Sheet which amount does not exceed the least of: (i) ten percent (10%) of the Loan Agreement Principal Amount; (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the Loan Agreement; or (iii) the maximum annual principal and interest requirements under the Loan Agreement.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as amended and supplemented.

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following, if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody’s Investors Service, Inc., or S&P Global Ratings; and (iv) the State Treasurer’s short-term investment fund created pursuant to Section 6-10-10.1, NMSA 1978, and operated, maintained and invested by the office of the State Treasurer.

“Pledged Revenues” means revenues distributed to the Governmental Unit or to the Governmental Unit for the District, if any, pledged to payment of the Loan Agreement Payments pursuant to the Authorizing Legislation and described on the Term Sheet.

“Principal Component” means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement as shown on Exhibit “B” hereto.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for the deposit of the net proceeds of the Loan Agreement for disbursement to the Governmental Unit for payment of the costs of the Project.

“Project” means the project(s) described on the Term Sheet.

“Term Sheet” means Exhibit “A” attached hereto.

“Trustee” means BOKF, NA, Albuquerque, New Mexico, or any successor trust company, national or state banking association or financial institution at the time appointed Trustee by Finance Authority.

“Unassigned Rights” means the rights of the Finance Authority to receive payment of administrative expenses, reports and indemnity against claims pursuant to the provisions of this Loan Agreement which are withheld in the granting clauses of the Indenture from the pledge, assignment and transfer of this Loan Agreement to the Trustee.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants:

(a) Binding Nature of Covenants. All covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and upon any board or body to which any powers or duties affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Authorizing Legislation shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Personal Liability. No covenant, stipulation, obligation or agreement contained in this Loan Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any officer, agent or employee of the Governmental Unit or member of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any officer, agent or employee of the Governmental Unit executing this Loan Agreement shall be liable personally on this Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery thereof.

(c) Authorization of Loan Agreement and Intercept Agreement. The Governmental Unit is a political subdivision of the State and is duly organized and existing under the statutes and laws of the State. Pursuant to the Act, as amended and supplemented from time to time, the Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and the Intercept Agreement and to carry out its obligations hereunder and thereunder. The Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement, the Intercept Agreement, and the other documents related to the transaction.

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement less the deposits to the Loan Agreement Reserve Account, if any, and the Finance Authority Debt Service Account, if any, to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from (i) the Pledged Revenues, (ii) special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), or (iii) the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue

in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project, as described on the Term Sheet, will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended.

(g) Necessity of Project. The acquisition of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and its residents.

(h) Legal, Valid and Binding Special Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement and the Intercept Agreement, and this Loan Agreement and the Intercept Agreement constitute legal, valid and binding special obligations of the Governmental Unit enforceable in accordance with their terms.

(i) Loan Agreement Term. As shown on the Term Sheet, the weighted average maturity of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project.

(j) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit as a whole.

(k) No Private Activity. The Governmental Unit is a “governmental unit” within the meaning of Sections 103 and 141(b)(6) of the Code. In addition, no amounts disbursed from the Program Account and used to finance the Project shall be used in the trade or business of a person who is not a “governmental unit” within the meaning of Sections 103 and 141(b)(6) of the Code.

(l) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as shown on the Term Sheet does not exceed the sum of: (i) the cost of the Project; (ii) the Loan Agreement Reserve Requirement, if any; and (iii) an amount necessary to pay the costs related to issuance of the Bonds, if any.

(m) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement and the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the Intercept Agreement, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any

agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(n) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement, including the Authorizing Legislation shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(o) Outstanding Debt. Except for the Parity Obligations, if any, shown on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding. Prior to entering into additional indebtedness to be secured by a parity lien on the Pledged Revenues, the Governmental Unit shall comply with the terms of Section 5.5 hereof and shall seek the written consent of the Finance Authority, such consent shall not be unreasonably withheld. During the term of this Loan Agreement, prior to entering into any indebtedness secured by a subordinate lien on the Pledged Revenues or a lien on any revenues of the Governmental Unit other than the Pledged Revenues, the Governmental Unit shall notify the Finance Authority in writing of such indebtedness.

(p) No Litigation. To the knowledge of the Governmental Unit, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement or the Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Governmental Unit, nor compliance by the Governmental Unit with the obligations under such agreements, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(q) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the Intercept Agreement, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement or the Intercept Agreement.

(r) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in the Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, the amount shown on the Term Sheet, of the maximum Aggregate Annual Debt Service Requirement.

(t) No Extension of Interest Payments. The Governmental Unit will not extend or be a party to the extension of the time for paying any interest on this Loan Agreement.

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

(v) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the Finance Authority, as the Finance Authority may require, that shall include, but not be limited to, annual audits, operational data required to update information in any disclosure documents used to assign or securitize the Loan Agreement Payments by issuance of Bonds by the Finance Authority pursuant to the Indenture, and notification of any event deemed material by the Finance Authority.

(w) Tax Covenants. The Governmental Unit covenants that it shall restrict the use of the proceeds of this Loan Agreement in such manner and to such extent, if any, as may be necessary so that this Loan Agreement will not constitute an arbitrage bond under Section 148 of the Code and that it shall pay any applicable rebate to the Internal Revenue Service. Authorized Officers of the Governmental Unit are hereby authorized and directed to execute an Arbitrage and Tax Certificate as may be required by the Finance Authority and such additional certificates as shall be necessary to establish that this Loan Agreement is not an "arbitrage bond" within the meaning of Section 148 of the Code and the Treasury Regulations promulgated or proposed with respect thereto, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150 as the same currently exist, or may from time to time hereafter be amended, supplemented or revised. The Governmental Unit covenants to comply with the provisions of any such Arbitrage and Tax Certificate and the provisions thereof will be incorporated herein by reference to the same extent as if set forth herein. The Governmental Unit covenants that no use will be made of the proceeds of this Loan Agreement, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148-1(b)) of this Loan Agreement, which use, if it had been reasonably expected on the Closing Date, would have caused this Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Governmental Unit obligates itself to comply throughout the Loan Agreement Term with the requirements of Sections 103 and 141 through 150 of the Code and the regulations proposed or promulgated with respect thereto. The Governmental Unit further represents and covenants that no bonds or other evidence of indebtedness of the Governmental Unit payable from substantially the same source as this Loan Agreement have been or will be issued, sold or delivered within fifteen (15) days prior to or subsequent to the Closing Date. If Bank Designation applies to this Loan as described on the Term Sheet, the Governmental

Unit hereby further represents and covenants to comply with Section 7.6 hereof, which designates this Loan Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

(x) Use of Fire Protection Fund Revenues. The Governmental Unit will take no action with respect to the Project that would constitute a violation of the terms of Sections 59A-53-7 through 59A-53-10, NMSA 1978, as the same may be amended or recompiled from time to time.

Section 2.2 Representations, Covenants and Warranties of the Finance Authority. The Finance Authority represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority’s findings that:

(i) As shown on the Term Sheet, the Governmental Unit may qualify as a disadvantaged qualified entity in that its median household income is less than the percentage of the State median household income shown on the Term Sheet.

(ii) The Project is important to the overall capital needs of the State and directly enhances the health and safety of the residents of the Governmental Unit.

(b) Assignment of Rights. The Finance Authority may not pledge or assign the Pledged Revenues, the Loan Agreement Payments or any of its other rights under this Loan Agreement and the Intercept Agreement except to the Trustee pursuant to the Indenture.

(c) No Breach or Default Caused by Loan Agreement or Intercept Agreement. Neither the execution and delivery of this Loan Agreement or the Intercept Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement or the Intercept Agreement, nor the consummation of the transactions contemplated in this Loan Agreement or the Intercept Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Finance Authority is a party or by which the Finance Authority is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or resolution of any court, government or governmental authority having jurisdiction over the Finance Authority or its property and which conflict or violation will have a material adverse effect on the Finance Authority or the financing of the Project.

(d) No Litigation. To the knowledge of the Finance Authority, there is no litigation or proceeding pending or threatened against the Finance Authority or any other person affecting the right of the Finance Authority to execute or deliver this Loan Agreement or the

Intercept Agreement or to comply with its obligations under this Loan Agreement or the Intercept Agreement. Neither, the execution and delivery of this Loan Agreement or the Intercept Agreement by the Finance Authority, nor compliance by the Finance Authority with its obligations under this Loan Agreement and the Intercept Agreement requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(e) Legal, Valid and Binding Obligations. This Loan Agreement and the Intercept Agreement constitute the legal, valid and binding obligations of the Finance Authority enforceable in accordance with their terms.

(f) Tax-Exempt Reimbursement of Amount Loaned. The Finance Authority intends to reimburse the public project revolving fund (as defined in the Finance Authority Act) for the amount of the Loan from the proceeds of tax-exempt bonds which the Finance Authority expects to issue within eighteen (18) months of the Closing Date.

ARTICLE III **LOAN AGREEMENT TERM**

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until this Loan Agreement has been paid in full or provision for the payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV **LOAN; APPLICATION OF MONEYS**

On the Closing Date, the Finance Authority shall transfer the Loan Agreement Principal Amount as follows:

(a) To the Trustee, the amount shown on the Term Sheet as the Program Account Deposit shall be deposited in the Governmental Unit's Program Account to be disbursed by the Trustee pursuant to the Indenture and disbursed pursuant to Section 6.2 hereof at the direction of the Governmental Unit as needed by the Governmental Unit for the Project; and

(b) To the Trustee, the amount shown on the Term Sheet as the Loan Agreement Reserve Account deposit, if any, shall be deposited in the Governmental Unit's account maintained in the Loan Agreement Reserve Fund by the Trustee pursuant to the Indenture; and

(c) To the Finance Authority, the amount shown on the Term Sheet as the Finance Authority Debt Service Account deposit, if any, shall be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 hereof.

ARTICLE V **LOAN TO THE GOVERNMENTAL UNIT;** **PAYMENTS BY THE GOVERNMENTAL UNIT**

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental

Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues), the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account and the Loan Agreement Reserve Account, if any, such accounts being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, according to the true intent and meaning hereof, or shall provide, as permitted by Article VIII of this Loan Agreement for the payment hereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the Finance Authority acknowledge and agree that the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that this Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit for any other purposes permitted by law.

Section 5.2 Payment Obligations of Governmental Unit.

A. Intercept Agreement. If applicable as described on the Term Sheet, as provided in the Intercept Agreement, the Distributing State Agency shall cause to be transferred from the Pledged Revenues or special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) the amounts provided in subsections (a)(i) and (ii) of this Section 5.2(A) for deposit into the Finance Authority Debt Service Account and the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account, if any. The Finance Authority Debt Service Account shall be established and held by the Finance Authority and the Loan Agreement Reserve Account, if any, shall be established and held

by the Trustee, if any, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to the Intercept Agreement shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account or used for repayment of Loan Agreement Payments paid by the special reserve funds of the Finance Authority, and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and the Loan Agreement Reserve Account, if any, shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the Interest Components and the Principal Payments, as shown on the Term Sheet, from the Pledged Revenues received pursuant to the Intercept Agreement from the Governmental Unit, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture.

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement of each Fiscal Year as shown in Exhibit "B";

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement of each Fiscal Year as shown in Exhibit "B".

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Loan Agreement Reserve Requirement applies a second charge and lien on the Pledged Revenues received from the Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account, if any, amounts necessary to replenish the Loan Agreement Reserve Account, if any, to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account, if any, shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account, if any. If funds are withdrawn from the Loan Agreement Reserve Account, if any, to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account, if any, in amounts in annual installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account, if any, following the transfer of the amount in the Loan Agreement Reserve Account, if any, to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account, if any, and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account, if any, may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, applied to the prepayment of the Loan pursuant to Article VIII hereof, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account, if any, are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

(d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute to the Governmental Unit's account in the Fire Protection Fund maintained by the State Treasurer for any purpose permitted by law.

B. Contingent Agreement. If applicable as described on the Term Sheet, the Governmental Unit shall transfer to the Finance Authority from the Pledged Revenues either pursuant to the Intercept Agreement or directly from the Governmental Unit as provided by this Loan Agreement and the Intercept Agreement and the amount provided in subsection (c) for deposit into the Loan Agreement Reserve Account, if any. The Finance Authority Debt Service Account shall be established and held by the Finance Authority and the Loan Agreement Reserve Account, if any, shall be established and held by the Trustee, if any, each on behalf of the Governmental Unit. All Pledged Revenues received by the Finance Authority pursuant to the Intercept Agreement shall be accounted for and maintained on an ongoing basis by the Finance Authority in the Finance Authority Debt Service Account or used for repayment of Loan Agreement Payments paid by the special reserve funds of the Finance Authority, and all Loan Agreement Payments shall be remitted to the Trustee. The amounts on deposit in the Finance Authority Debt Service Account and the Loan Agreement Reserve Account, if any, shall be expended and used by the Finance Authority or the Trustee, as the case may be, only in the manner and order of priority specified below.

(a) As a first charge and lien, but not an exclusive first charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Parity Obligations), the Governmental Unit shall remit to the Finance Authority and the Finance Authority shall transfer and deposit into the Finance Authority Debt Service Account the Interest Components and the Principal Payments, as shown on the Term Sheet, from the Pledged Revenues received from the Governmental Unit either directly or pursuant to the Intercept Agreement, which the Finance Authority shall transfer to the Trustee in accordance with the Indenture.

(i) Interest Components. Amounts necessary to pay the Interest Components coming due on this Loan Agreement of each Fiscal Year as shown in Exhibit "B";

(ii) Principal Payments. Amounts necessary to pay the Principal Components coming due on this Loan Agreement of each Fiscal Year as shown in Exhibit "B".

The Governmental Unit shall transfer to the Finance Authority from the Pledged Revenues the amounts provided in subsections (i) and (ii) of this Section 5.2(B), and the Finance Authority shall not intercept such amounts from the Pledged Revenues pursuant to the Intercept Agreement unless the Governmental Unit fails to timely transfer each such amount, in which event the Finance Authority shall intercept such amounts from the Pledged Revenues pursuant to the Intercept Agreement. Such amounts shall be intercepted in periodic payments when distributions are made by the Distributing State Agency in accordance with a schedule prepared by the Finance Authority at the commencement of interception of payments. The periodic intercepted installments will be amounts sufficient, when combined, to meet the payments described in subparagraphs (a) (i) and (ii) above.

(b) Each Loan Agreement Payment shall be transferred by the Finance Authority from the Finance Authority Debt Service Account to the Trustee.

(c) Loan Agreement Reserve Requirement applies a second charge and lien on the Pledged Revenues received from the Governmental Unit after deposits in (a) and (b) have been made, the Trustee shall transfer and deposit to the Loan Agreement Reserve Account, if any, amounts necessary to replenish the Loan Agreement Reserve Account, if any, to the Loan Agreement Reserve Requirement. Moneys in the Loan Agreement Reserve Account, if any, shall be held and administered by the Trustee and shall be used only to prevent deficiencies in the payment of the Principal Component and Interest Component of the Loan Agreement Payments resulting from a failure to deposit into the Finance Authority Debt Service Account sufficient funds to pay debt service requirements on the Loan; provided, that the final two Interest Components and the final Principal Component on the Loan shall be payable from the Loan Agreement Reserve Account, if any. If funds are withdrawn from the Loan Agreement Reserve Account, if any, to pay debt service on the Loan, at the direction of the Finance Authority or the Trustee, additional Pledged Revenues shall be deposited into the Loan Agreement Reserve Account, if any, in amounts in annual installments sufficient to restore the amount on deposit therein to the Loan Agreement Reserve Requirement within one (1) year following such withdrawal; provided, that no additional Pledged Revenues shall be intercepted to replenish the Loan Agreement Reserve Account, if any, following the transfer of the amount in the Loan Agreement Reserve Account, if any, to the Finance Authority Debt Service Account for payment of the final two Interest Components and the final Principal Component.

Notwithstanding any other provisions hereof, the Finance Authority shall have the right to waive the requirement of the Loan Agreement Reserve Account, if any, and the Loan Agreement Reserve Requirement, and any moneys in the Loan Agreement Reserve Account, if any, may, at the written direction of the Finance Authority, be applied to the Finance Authority Debt Service Account, applied to the prepayment of the Loan pursuant to Article VIII hereof, or released to the Governmental Unit for the Project or used for any other purposes provided by law. If amounts in the Loan Agreement Reserve Account, if any, are released by the Finance Authority, the references in this Loan Agreement to the Loan Agreement Reserve Account and the Loan Agreement Reserve Requirement shall be of no further force and effect.

(d) Subject to the foregoing deposits, the Finance Authority or the Trustee shall annually use the balance of the Pledged Revenues received, if any, at the request of the Governmental Unit: (i) to credit against upcoming Loan Agreement Payments; or (ii) to distribute

to the Governmental Unit's account in the Fire Protection Fund maintained by the State Treasurer for any purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the Finance Authority at the address designated in Section 11.1 herein, for remittance to the Trustee. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the Finance Authority, the Trustee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4 Disposition of Payments by the Trustee. The Trustee shall deposit all moneys received from the Finance Authority under this Loan Agreement in accordance with the Indenture.

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), the Governmental Unit shall obtain the written consent of the Finance Authority and it must be determined that:

(a) The Governmental Unit is then current in all of the accumulations required to be made into the Finance Authority Debt Service Account and Loan Agreement Reserve Account, if any, as provided herein.

(b) No default shall exist in connection with any of the covenants or requirements of the Authorizing Legislation or this Loan Agreement.

(c) The Pledged Revenues received by or credited to the Governmental Unit for the Fiscal Year or for any twelve (12) consecutive months out of the twenty-four (24) months preceding the date of the issuance of such additional Parity Obligations (the "Historic Test Period") shall have been sufficient to pay an amount representing the amount shown on the Term Sheet, of the combined maximum Aggregate Annual Debt Service Requirement coming due in any subsequent Fiscal Year on the then outstanding Parity Obligations and the Parity Obligations proposed to be issued (excluding the accumulation of any reserves therefor).

(d) A written certification or opinion by the Governmental Unit's Treasurer or chief financial officer or by an Independent Accountant that the Pledged Revenues for the Historic Test Period are sufficient to pay said amounts, shall be conclusively presumed to be accurate in

determining the right of the Governmental Unit to authorize, issue, sell and deliver the Parity Obligations proposed to be issued.

(e) With prior written notice to Finance Authority, no provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional bonds or other obligations payable from the Pledged Revenues constituting a lien upon such Pledged Revenues subordinate and junior to the lien of this Loan Agreement nor to prevent the issuance of bonds or other obligations refunding all or part of this Loan Agreement as permitted by Section 5.6 hereof.

(f) The Governmental Unit shall not issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior and superior to this Loan Agreement.

Section 5.6 Refunding Obligations. The provisions of Section 5.5 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded are Parity Obligations and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of the same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations and by the outstanding obligations not refunded on and prior to the last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with Section 5.5 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account and the Loan Agreement Reserve Account, if any, held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in each respective account and utilized in the same manner as the other moneys on deposit therein.

Section 5.8 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of the Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI **THE PROJECT**

Section 6.1 Agreement To Acquire and Complete the Project. The Governmental Unit hereby agrees that to effectuate the purposes of this Loan Agreement and to effectuate the acquisition of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general, do all things which may be requisite or proper to complete the Project. The Governmental Unit agrees to acquire the Project through the application of moneys to be disbursed from the Program Account pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with

Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit “C” attached hereto signed by an Authorized Officer of the Governmental Unit.

No disbursement shall be made from the Program Account without the approval of Bond Counsel: (i) to reimburse the Governmental Unit’s own funds for expenditures made prior to the Closing Date; (ii) to refund or advance refund any tax-exempt obligations issued by or on behalf of the Governmental Unit; (iii) to be used, directly or indirectly, to finance a project used or to be used in the trade or business of a person who is not a “governmental unit,” within the meaning of Section 141(b)(6) of the Code; or (iv) to expend funds after the date that is three (3) years after the execution and delivery of this Loan Agreement.

Section 6.3 Completion of Acquisition of the Project. Upon completion of the acquisition of the Project, an Authorized Officer of the Governmental Unit shall deliver a certificate to the Finance Authority and the Trustee substantially in the form of Exhibit “D” attached hereto stating that, to the best of his or her knowledge, the Project has been completed and accepted by the Governmental Unit, and all costs have been paid. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII **COMPLIANCE WITH LAWS** **AND RULES; OTHER COVENANTS**

Section 7.1 Further Assurances and Corrective Instruments. The Finance Authority and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 7.2 Finance Authority and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the Finance Authority or the Governmental Unit is required, or the Governmental Unit or the Finance Authority is required to take some action at the request of the other, such approval or such request shall be given for the Finance Authority or for the Governmental Unit by an Authorized Officer of the Finance Authority or the Governmental Unit, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 7.3 Requirements of Law. During the Loan Agreement Term, the Governmental Unit and the Finance Authority shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 First Lien; Equality of Liens. The Loan Agreement Payments constitute an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.5 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

Section 7.6 Bank Designation of Loan Agreement. If applicable as described on the Term Sheet, for purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

Section 7.7 Arbitrage Rebate Exemption. If applicable as described on the Term Sheet, the Governmental Unit hereby certifies and warrants, for the purpose of qualifying for the exception contained in Section 148(f)(4)(D) of the Code, to the requirement to rebate arbitrage earnings from investments of the proceeds of the Loan Agreement (the "Rebate Exemption"), that: (i) this Loan Agreement is issued by the Governmental Unit which has general taxing powers; (ii) neither this Loan Agreement nor any portion thereof is a private activity bond as defined in Section 141 of the Code ("Private Activity Bond"); (iii) all of the net proceeds of this Loan Agreement are to be used for local government activities of the Governmental Unit (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Governmental Unit); and (iv) neither the Governmental Unit nor any aggregated issuer has issued or is reasonably expected to issue any Tax-Exempt Bonds other than (A) Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) and (B) issued to refund (other than to advance

refund (as used in the Code)) any bond to the extent the amount of the refunding bond does not exceed the outstanding amount of the refunded bond, during the current calendar year, which would in the aggregate amount exceed \$5,000,000. For purposes of this paragraph, “aggregated issuer” means any entity which: (a) issues obligations on behalf of the Governmental Unit; (b) derives its issuing authority from the Governmental Unit; or (c) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

Accordingly, with respect to the Loan Agreement, the Governmental Unit will qualify for the rebate exemption granted under Section 148(f)(4)(D) of the Code and the Governmental Unit shall be treated as meeting the requirements of paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States.

The Governmental Unit hereby further represents and covenants that if it is determined that rebatable arbitrage, as that term is defined under Section 148 of the Code and related regulations, is required to be paid to the United States, that it will pay such rebatable arbitrage.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. As shown on the Term Sheet, the Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after the time period shown on the Term Sheet without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

Section 8.2 Defeasance. Should the Governmental Unit pay or make provision for payment of the Loan such that all amounts due pursuant to this Loan Agreement shall be deemed to have been paid and defeased, then the Loan Agreement Payments hereunder shall also be deemed to have been paid, the Governmental Unit’s payment obligations hereunder shall be terminated, this Loan Agreement and all obligations contained herein shall be discharged and the pledge hereof released. Such payment shall be deemed made when the Governmental Unit has deposited with an escrow agent, in trust, (i) moneys sufficient to make such payment, and/or (ii) noncallable Governmental Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and when all necessary and proper expenses of the Finance Authority have been paid or provided for. In the event the Governmental Unit makes provisions for defeasance of this Loan Agreement, the Governmental Unit shall cause to be delivered (1) a report of an independent nationally recognized certified public accountant verifying the sufficiency of the escrow established to pay this Loan Agreement in full when due or upon an irrevocably designated prepayment date, and (2) an opinion of Bond Counsel to the effect that this Loan Agreement is no longer outstanding, each of which

shall be addressed and delivered to the Finance Authority. Governmental Obligations within the meaning of this Section 8.2, unless otherwise approved by the Finance Authority, shall include only (1) cash, (2) U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – “SLGs”), and (3) obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

ARTICLE IX **INDEMNIFICATION**

From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the Finance Authority and the Trustee harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence or other misconduct of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment thereof. The Governmental Unit shall indemnify and save the Finance Authority and the Trustee harmless, from and to the extent of the available Pledged Revenues, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the Finance Authority or the Trustee, shall defend the Finance Authority or the Trustee, as applicable, in any such action or proceeding.

ARTICLE X **EVENTS OF DEFAULT AND REMEDIES**

Section 10.1 Events of Default Defined. Any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable;

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to the Governmental Unit by the Finance Authority or the Trustee unless the Finance Authority and the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Finance Authority or the Trustee but cannot be cured within the applicable thirty (30) day period, the Finance Authority and the Trustee will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default);

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect;

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Finance Authority or the Trustee may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement or the Intercept Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the Finance Authority and the Trustee under this Loan Agreement and the Intercept Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Finance Authority or the Trustee; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues; or

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or to enforce any other of its rights thereunder; or

(f) Apply any amounts in the Program Account toward satisfaction of any of the obligations of the Governmental Unit under this Loan Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 hereof, no remedy herein conferred upon or reserved to the Finance Authority or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Finance Authority or the Trustee to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Governmental Unit shall default under any of the provisions hereof and the Finance Authority or the Trustee shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit herein contained, the Governmental Unit agrees that it shall on demand therefor pay to the Finance Authority or the Trustee, as applicable, the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses

may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI **MISCELLANEOUS**

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as shown on the Term Sheet. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Finance Authority, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Amendments. The Governmental Unit agrees that this Loan Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

Section 11.4 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Finance Authority, either directly or through the Finance Authority, or against any officer, employee, director, trustee or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute, constitution or otherwise, of any such officer, employee, director, trustee or member of the Governing Body or of the Finance Authority is hereby expressly waived and released by the Governmental Unit and by the Finance Authority as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.5 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.6 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Assignment by the Finance Authority. Pursuant to the Indenture, this Loan Agreement and the Intercept Agreement may be assigned and transferred by the Finance Authority to the Trustee, which assignment and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.8 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.9 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.10 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on the Board Approval Date, has executed this Loan Agreement in its corporate name by its duly authorized officer; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:
Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By _____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF
THE NEW MEXICO FINANCE AUTHORITY:

By _____
Mark Chaiken, General Counsel

CHAVES COUNTY, NEW MEXICO

[SEAL]

By _____
_____, Chair

ATTEST:

By _____
Cindy Fuller, County Clerk

7594738

EXHIBIT “A”

TERM SHEET

New Mexico Finance Authority Loan No. PPRF-6970

Governmental Unit:	Chaves County, New Mexico
Governing Body	County Commission
Board Approval Date:	December 11, 2025
Project Description:	To purchase a fire truck and the related equipment.
District:	Berrendo Volunteer Fire Department within the Governmental Unit
Authorized Officers:	Chair of the County Commission, Finance Director and County Clerk
Authorizing Legislation:	“Resolution” means the Governmental Unit Resolution No. R-26-004 adopted by the Governing Body on January 15, 2026 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as described on the Term Sheet.
Loan Agreement Principal Amount:	\$373,528
Disadvantaged Qualified Entity (Section 2.2(a)):	The Governmental Unit is a disadvantaged qualified entity within the meaning of Article II, Section D(3) of the Finance Authority’s Amended and Restated Rules and Regulations Governing the Public Project Revolving Fund Program.
Governmental Unit’s Median Household Income:	\$52,029
State Median Household Income:	\$62,685
Percentage of State Median Household Income:	83%
Disadvantaged Funding Amount:	\$150,000
Pledged Revenues:	The distribution of State Fire Protection Funds to the Governmental Unit made periodically by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978.

Coverage Ratio (Section 2.1(s)):	one hundred twenty-five percent (125%)
Distributing State Agency:	State Treasurer
Currently Outstanding Parity Obligations:	None
Additional Parity Bonds Test (Section 5.5(c)):	two hundred percent (200%)
Closing Date:	February 27, 2026
Blended Interest Rate:	2.225108%
Program Account Deposit:	\$373,528
Loan Agreement Reserve Account Deposit:	\$0.00
Finance Authority Debt Service Account Deposit:	\$0.00
First Interest Payment Date:	May 1, 2027
First Principal Payment Date:	May 1, 2027
Final Payment Date:	May 1, 2034
Loan Agreement Term (Section 2.1(i))	
Reasonably Expected Life of the Project:	six (6) years
Weighted Average Maturity of the Loan Agreement:	4.8368
Intercept Agreement (Section 5.2(A)):	The Intercept Agreement is not contingent pursuant to Section 5.2(A) of this Loan Agreement, as described in the Intercept Agreement.
Prepayment: (Section 8.1)	anytime call without premium
Bank Designation: (Section 7.6)	The Bank Designation of this Loan Agreement (Section 7.6) is applicable to this Loan

Arbitrage Rebate Exemption:
(Section 7.7)

The Arbitrage Rebate Exemption of this Loan Agreement
(Section 7.7) is applicable to this Loan.

Notices
(Section 11.1):

Governmental Unit, 1 St. Mary's Place, Roswell, New
Mexico 88203, Attention: Finance Director

New Mexico Finance Authority, 810 W. San Mateo Road,
Santa Fe, New Mexico 87505, Attention: Chief Executive
Officer

Trustee, BOKF, NA, 100 Sun Avenue N.E., Suite 500,
Albuquerque, New Mexico 87109, Attention: Trust Division

PROGRAM ACCOUNT DEPOSITS MUST BE USED WITHIN THREE YEARS UNLESS A
THE FINANCE AUTHORITY APPROVES A LONGER PERIOD IN WRITING

EXHIBIT “B”

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$373,528 Loan Agreement by and between the Chaves County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA
c/o New Mexico Finance Authority
PPRF@nmfa.net

You are hereby authorized to disburse from the Program Account - Chaves County, New Mexico (2026 Fire Equipment Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. PPRF-6970

CLOSING DATE: February 27, 2026

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Chaves County, New Mexico (2026 Fire Equipment Loan).

All representations contained in the Loan Agreement and the related closing documents remain true and correct and (the) Chaves County, New Mexico, is not in breach of any of the covenants contained therein.

If this is the final requisition, payment of costs of the Project is complete or, if not complete, (the) Chaves County shall and understands its obligation to complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____ By _____
Authorized Officer
Title _____
(Print Name and Title)

EXHIBIT “D”

CERTIFICATE OF COMPLETION

RE: \$373,528 Loan Agreement by and between the Chaves County, New Mexico, and the New Mexico Finance Authority (the “Loan Agreement”).

TO: New Mexico Finance Authority
PPRF@nmfa.net

Rich Wood
Senior Vice President, Corporate Trust
BOKF, NA
100 Sun Avenue NE, Suite 500
Albuquerque, New Mexico 87109

LOAN NO. PPRF-6970

CLOSING DATE: February 27, 2026

In accordance with Section 6.3 of the Loan Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Governmental Unit, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By _____
Authorized Officer of Governmental Unit

Title _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into February 27, 2026, by and between the NEW MEXICO FINANCE AUTHORITY (the “Finance Authority”), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the “State”) under the laws of the State and the CHAVES COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the “Governmental Unit”).

W I T N E S S E T H:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as the acquisition of a fire truck and the related equipment for use by the Governmental Unit for the Berrendo Volunteer Fire Department; and

WHEREAS, pursuant to Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, and Sections 4-62-1 through 4-62-10, NMSA 1978, as amended (collectively, the “Act”), the Finance Authority and the Governmental Unit are authorized to enter into agreements to facilitate the financing of the Project as described in the Loan Agreement by and between the Finance Authority and the Governmental Unit of even date herewith (the “Loan Agreement”); and

WHEREAS, the Governmental Unit desires to acquire the Project and such acquisition is permitted under the Act; and

WHEREAS, the Finance Authority has established its Loan Program (the “Program”) funded by its public project revolving fund (as defined in the Act) for the financing of infrastructure and equipment projects upon the execution of the Loan Agreement and the assignment of loan agreements to a trustee (the “Trustee”); and

WHEREAS, the Governmental Unit desires to borrow \$373,528 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement; and

WHEREAS, the Act confers upon the Finance Authority the authority to loan funds to the Governmental Unit to finance the Project, and Section 59A-53-7, NMSA 1978, as amended, authorizes the Governmental Unit to direct that the District’s distribution of State Fire Protection Fund revenues (the “Pledged Revenues”) from the State Treasurer (the “Distributing State Agency”) be paid to the Finance Authority or its assignee, to secure payments under the Loan Agreement;

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$373,528 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule"), or shall be made from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues).

This Intercept Agreement shall be deemed a written certification, authorization and request by the Governmental Unit to the Distributing State Agency to pay to the Finance Authority, on behalf of the Governmental Unit, sums shown on the Intercept Schedule from periodic distributions of the Pledged Revenues pursuant to Section 59A-53-7, NMSA 1978, as amended, or from special reserve funds of the Finance Authority (as determined by the Finance Authority, and subject to repayment from the Pledged Revenues) to insure compliance with the Loan Agreement and repayment of the Loan. Upon written notice to the Distributing State Agency from the Finance Authority, the amount of the Pledged Revenues to be paid to the Finance Authority shall be increased from the amounts shown on Exhibit "A" to defray any delinquencies in the Finance Authority Debt Service Account or Loan Agreement Reserve Account, if any, established for the Governmental Unit. Any accumulation of the Pledged Revenues in an amount in excess of the next Loan Agreement Payment and the Loan Agreement Reserve Requirement, if any, shall be redirected by the Finance Authority to the benefit of the Governmental Unit on a timely basis as provided in Section 5.2 of the Loan Agreement.

To the extent applicable and to the extent that the Pledged Revenues are insufficient to meet the debt service requirements due on the Loan and other Parity Obligations (as defined in the Loan Agreement) now or hereafter issued or incurred, the amounts intercepted under this Intercept Agreement shall be applied to allow partial payment on a pro-rata basis of the debt service due and owing on the Loan Agreement and other Parity Obligations.

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. R-26-004, passed and adopted on January 15, 2026 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

Section 4. Severability of Invalid Provisions. If any one or more of the provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separable from the remaining provisions and shall in no way affect the validity of any of the other provisions hereof.

Section 5. Counterparts. This Intercept Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Further Authorization. The Governmental Unit agrees that the Finance Authority shall do all things necessary or convenient to the implementation of the Program to facilitate the Loan to the Governmental Unit.

Section 7. Effective Date. This Intercept Agreement shall take effect on the Closing Date of the Loan.

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the periodic distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed in the Fiscal Year ending June 30, 2027.

Section 9. Final Intercept Date. Once the Loan has been fully paid off and satisfied, Finance Authority shall provide written notice to the Distributing State Agency to discontinue the interception of the Governmental Unit's Pledged Revenues.

[Remainder of page left intentionally blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties to this Intercept Agreement have caused their names to be affixed hereto by the proper officers thereof as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

CHAVES COUNTY, NEW MEXICO

By _____
_____, Chair

[SEAL]

ATTEST:

By _____
Cindy Fuller, County Clerk

Acknowledged:

By _____
Randy Varela, State Fire Marshal

Date _____

EXHIBIT "A"

INTERCEPT SCHEDULE

CHAVES COUNTY, NEW MEXICO

Fiscal Year Ending June 30 Payment Dates	Pledged Revenues	Annual Amount
2027	The distribution of State Fire Protection Fund Revenues to Chaves County for Berrendo Volunteer Fire Department pursuant to Section 59A-53-7, NMSA 1978, as amended, which distributions are made periodically by the State Treasurer	\$51,213.20
2028		\$51,496.10
2029		\$51,496.38
2030		\$51,496.46
2031		\$51,495.78
2032		\$51,496.74
2033		\$52,517.30
2034		\$52,516.74

7594751

\$373,528
CHAVES COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO	)	
	) ss.	GENERAL AND NO LITIGATION
COUNTY OF CHAVES	)	CERTIFICATE

IT IS HEREBY CERTIFIED by the undersigned, the duly elected and chosen, Chair, County Clerk, Finance Director and Attorney for Chaves County, New Mexico (the “Governmental Unit”) in the State of New Mexico (the “State”) (provided, that the Attorney for the Governmental Unit is certifying only as to Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 hereof):

Capitalized terms used in this Certificate have the same meaning as defined in Governmental Unit Resolution No. R-26-004 adopted on January 15, 2026 (the “Resolution”) unless otherwise defined in this Certificate or the context requires otherwise.

1. The Governmental Unit is a political subdivision of the State and is duly organized and validly existing under and pursuant to the laws of the State, its full name being “Chaves County.”

2. The Governmental Unit was established in the year 1889, pursuant to Section 4-3-1, NMSA 1978, as amended.

3. From at least October 16, 2025 (except as otherwise noted), to and including the date of this Certificate, the following were and now are the duly chosen, qualified and acting officers of the Governmental Unit:

Commissioners:	Richard Taylor Dara Dana Cliff Waide Hub Corn Michael Perry
Finance Director:	Anabel Barraza
County Clerk:	Cindy Fuller
Attorney:	Stanton L. Riggs, Esq.

4. The population of the Governmental Unit is not less than seventy-five percent (75%) English speaking and is less than twenty-five percent (25%) Spanish speaking.

5. There is no reason within our knowledge, after due inquiry with respect thereto, why the Governmental Unit may not enter into the Loan Agreement and the Intercept Agreement

with the New Mexico Finance Authority (the "Finance Authority"), as authorized by the Resolution.

6. The Governmental Unit has duly authorized the execution, delivery and performance of its obligations under the Loan Agreement and the Intercept Agreement. The Loan Agreement and the Intercept Agreement have been duly authorized, executed and delivered by the Governmental Unit.

7. The Resolution has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Resolution. The Resolution constitutes valid and sufficient legal authority for the Governmental Unit to carry out and enforce the provisions of the Loan Agreement and Intercept Agreement. No referendum petition has been filed with respect to the Resolution under the provisions of the laws, bylaws or regulations of the Governmental Unit or the State.

8. No event will result from the execution and delivery of the Loan Agreement or the Intercept Agreement that constitutes a default or an event of default under either the Loan Agreement, the Intercept Agreement or the Resolution, and no event of default and no default under the Loan Agreement, the Intercept Agreement or the Resolution has occurred and is continuing on the date of this Certificate.

9. The Governmental Unit has duly authorized and approved the consummation by it of all transactions and has complied with all requirements and satisfied all conditions, which are required by the Loan Agreement and the Intercept Agreement to have been authorized, approved, performed or consummated by the Governmental Unit at or prior to the date of this Certificate. The Governmental Unit has full legal right, power and authority to carry out and consummate the transactions contemplated by the Resolution, the Loan Agreement and the Intercept Agreement.

10. A. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan Agreement or the Intercept Agreement or to any of the actions required to be taken by the Resolution, the Loan Agreement or the Intercept Agreement on or prior to the date of this Certificate have been obtained and are in full force and effect; and

B. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the financing of the Project have been obtained and are in full force and effect.

11. None of the following does or will conflict with, or constitute a breach by the Governmental Unit of, or default by the Governmental Unit under any law, court decree or order, governmental regulation, rule or order, resolution, agreement, indenture, mortgage or other instrument to which the Governmental Unit is subject or by which it is bound:

A. The Governmental Unit's adoption of the Resolution; or

B. Any action contemplated by or pursuant to the Resolution, the Loan Agreement, or the Intercept Agreement.

12. No material adverse change has occurred, nor has any development occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Governmental Unit or the Pledged Revenues since the date of the Resolution.

13. To the best of our knowledge and belief, after due inquiry with respect thereto, none of the events of default referred to in Article X of the Loan Agreement has occurred.

14. Subsequent to the adoption of the Resolution, the Governmental Unit has not pledged or otherwise encumbered the Pledged Revenues. On the date of this Certificate there are no other outstanding obligations with a lien or encumbrance against the Pledged Revenues senior to or on a parity with the lien of the Loan Agreement.

15. The Loan Agreement prohibits the Governmental Unit from issuing any bonds or other obligations with a lien on Pledged Revenues senior to the lien thereon of the Loan Agreement on the Pledged Revenues. The Loan Agreement permits the Governmental Unit to issue additional bonds or other obligations with a lien on the Pledged Revenues on a parity with or subordinate to the lien of the Loan Agreement on the Pledged Revenues upon satisfaction of the conditions set forth in the Loan Agreement.

16. There is no threatened action, suit, proceeding, inquiry or investigation against the Governmental Unit, at law or in equity, by or before any court, public board or body, nor to the Governmental Unit's knowledge is there any basis therefor, affecting the existence of the Governmental Unit or the titles of its officials to their respective offices, or seeking to prohibit, restrain or enjoin the pledge of revenues or assets of the Governmental Unit pledged or to be pledged to pay the principal, premium, if any, and interest on the Loan Agreement, or in any way materially adversely affecting or questioning: (a) the territorial jurisdiction of the Governmental Unit; (b) the use of the proceeds of the Loan Agreement for the Project and to pay certain costs of the Finance Authority associated with the administration of its public projects revolving fund loan program; (c) the validity or enforceability of the Loan Agreement, the Intercept Agreement or any proceedings of the Governmental Unit taken with respect to the Loan Agreement, the Intercept Agreement or the Resolution; (d) the execution and delivery of the Loan Agreement or the Intercept Agreement; or (e) the power of the Governmental Unit to carry out the transactions contemplated by the Loan Agreement, the Intercept Agreement or the Resolution.

17. The Governmental Unit has complied with all the covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof, and the representations and warranties of the Governmental Unit contained in the Loan Agreement and in the Resolution are true and correct as of the date hereof.

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

19. To the best of our knowledge and belief, neither the Chair and County Clerk, any member of the Governing Body, nor any other officer, employee or other agent of the Governmental Unit is interested (except in the performance of his or her official rights, privileges, powers and duties), directly or indirectly, in the profits of any contract, or job for work, or services to be performed and appertaining to the Project.

20. Regular meetings of the Governing Body have been held in the Commission Chambers at 1 St. Mary's Place, Roswell, New Mexico 88203, the principal meeting place of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. R-26-001, as adopted and approved by the Governing Body on January 15, 2026, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. R-26-001 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. R-26-001.

22. The *Roswell Daily Record* is a legal newspaper which maintains an office and is of general circulation in the Governmental Unit.

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed the coverage requirement of one hundred twenty-five percent (125%) of the maximum Aggregate Annual Debt Service Requirement.

24. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

25. The Chair and County Clerk, on the date of the signing of the Loan Agreement and the Intercept Agreement and on the date of this Certificate, are the duly chosen, qualified and acting officers of the Governmental Unit authorized to execute such agreements.

26. The Governmental Unit understands that Sutin, Thayer & Browne A Professional Corporation represents the Finance Authority in this Loan and the Governmental Unit has had the opportunity to consult other counsel in connection with the Loan.

27. This Certificate is for the benefit of the Finance Authority.

28. This Certificate may be executed in counterparts.

[Signature page follows]

WITNESS our hands and the seal of the Governmental Unit this 27th day of February, 2026.

CHAVES COUNTY, NEW MEXICO

By _____,
_____, Chair

By _____
Cindy Fuller, County Clerk

By _____
Anabel Barraza, Finance Director

[SEAL]

APPROVED:

Paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 17, 18, 20, 21, 22, 24 and 25 are approved and confirmed.

Stanton L. Riggs, Esq., Attorney for
Chaves County, New Mexico

STATE OF NEW MEXICO)
) ss. ARBITRAGE AND TAX
COUNTY OF CHAVES) CERTIFICATE

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the \$373,528 of Proceeds deposited into the Governmental Unit's Program Account in the Program Fund together with other legally available funds and anticipated earnings from the investment of such Proceeds until they are spent, are expected to be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$373,528 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$0.00 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

6. Investment of Proceeds. Except for the investment of the Proceeds (i) in the Program Account established under the Indenture with respect to the Loan Agreement pending the payment of the costs of the Project, and (ii) in the Finance Authority Debt Service Account established and administered by the Finance Authority pending the payment of debt service on the Loan Agreement, there will be no investment of the Proceeds.

7. Bona Fide Debt Service Fund. Debt service payments on the Loan Agreement will be paid from the Pledged Revenues of the Governmental Unit deposited to the Finance Authority Debt Service Account created with respect to the Loan Agreement. Because the Pledged Revenues of the Governmental Unit for any year will exceed debt service on the Loan Agreement, it is assumed that current debt service paid by the Governmental Unit for deposit in the Finance Authority Debt Service Account will be derived entirely from the current Pledged Revenues. The Finance Authority Debt Service Account will be depleted at least once a year except for an amount not to exceed the greater of the earnings on the Finance Authority Debt Service Account for the immediately preceding bond year or one-twelfth (1/12th) of debt service on the Loan for the immediately preceding bond year. The Governmental Unit has not created or established, nor does it expect to create or establish, any debt service fund, redemption fund, replacement fund, sinking fund or other similar fund which is reasonably expected to be used to pay principal or interest on the Loan Agreement or pledged therefor, except for the Finance Authority Debt Service Account.

8. No Disposition of Project. The undersigned reasonably expect that no part of the Project acquired with the Proceeds will be sold or otherwise disposed of, in whole or in part, during the term of the Loan Agreement.

9. General Tax Covenant. The Governmental Unit has covenanted in the Loan Agreement that no use will be made of the Proceeds, or any funds or accounts of the Governmental Unit which may be deemed to be Gross Proceeds (as defined in Treasury Regulation Section 1.148(b)) of the Loan Agreement, which use, if it had been reasonably expected on the date hereof, would have caused the Loan Agreement to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. The Governmental Unit has further obligated itself in the Loan Agreement to comply throughout the term of the Loan Agreement with the requirements of

Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 2017-13 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

11. No Common Plan of Financing. There are no other obligations which are being issued or sold at substantially the same time as the Loan Agreement pursuant to a common plan of financing with the Loan Agreement and that will be paid out of the Pledged Revenues or will have substantially the same claim to be paid out of the Pledged Revenues as the Loan Agreement.

12. No Federal Guarantees. The Loan is not federally guaranteed within the meaning of Section 149(b) of the Code.

13. Information Filing. Loan Counsel for the Finance Authority, on behalf of the Governmental Unit, will timely file the Form 8038-G with respect to the Loan Agreement attached hereto as Exhibit "A" with the Internal Revenue Service. The Finance Authority has verified certain information necessary to complete the Form 8038-G as shown on the Finance Authority Certificate attached hereto as Exhibit "B".

14. Hedge Bonds. The Loan is not a hedge bond as defined in Section 149 of the Code.

15. No Reimbursement. None of the Proceeds will be used to reimburse the Governmental Unit for costs paid for the Project more than sixty (60) days prior to the date hereof.

16. No Refunding. Proceeds of the Loan are not being used to refund any other obligation of the Governmental Unit.

17. Economic Life of Project. The weighted average maturity of 4.8368 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is six (6) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Governmental Unit during the current calendar year does not exceed \$10,000,000 and the Governmental Unit will not designate more than \$10,000,000 of "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. For purposes of this Section, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e).

19. Rebate Exception. The Governmental Unit is a governmental unit with general taxing powers, no part of the Loan Agreement is a private activity bond, ninety-five percent (95%) or more of the proceeds are to be used for local governmental activities of the Governmental Unit and, the aggregate face amount of all tax-exempt obligations issued by the Governmental Unit during the current calendar year is not reasonably expected to exceed \$5,000,000. There are no subordinate entities of the Governmental Unit which are authorized to issue tax-exempt obligations. If the Governmental Unit fails to satisfy all of the provisions of this paragraph 19 for any reason, as provided in the Loan Agreement and consistent with the covenants of the Governmental Unit contained therein, any rebate owed to the United States Treasury will be paid in the amounts and at the times provided in Section 148 of the Code.

20. Record Retention. The Governmental Unit will manage and retain records related to the Loan as follows:

A. Records will be retained for the life of the Loan, including any refunding loans related thereto, plus three (3) years. Records may be in the form of documents or electronic copies of documents, appropriately indexed to the Loan and compliance functions;

B. Basic records relating to the Loan transaction, including transcript documents executed in connection with the issuance of the Loan (i.e., the authorizing documents, Form 8038-G, the tax certificate, and any elections made with respect to the Loan, if applicable), any amendments, and copies of rebate calculations and records of payments, including Forms 8038-T;

C. Records pertaining to the use of Loan-financed facilities by public and private sources including copies of management agreements and research agreements;

D. Records pertaining to expenditures of Loan proceeds including requisitions, appraisal and property purchase contracts, account statements, invoices, payment vouchers, and the final allocation of proceeds to expenditures;

E. Records pertaining to all sources of payment or security for the Loan; and

F. Records pertaining to investments including guaranteed investment contract documents under the Treasury Regulations, records of purchase and sale of other investments, and records of investment activity sufficient to permit calculation of arbitrage rebate or demonstration that no rebate is due.

[Signature page follows]

This certificate is being executed and delivered to establish the reasonable expectations of the Governmental Unit for purposes of Sections 103 and 141 through 148 of the Code, and the undersigned officers of the Governmental Unit are the officers of the Governmental Unit charged with the responsibility of entering into the Loan Agreement. The foregoing is based upon the reasonable expectations of the undersigned on the date hereof, and to the best of our knowledge, information and belief, the above expectations are reasonable.

Dated: February 27, 2026

CHAVES COUNTY, NEW MEXICO

[SEAL]

By _____
_____, Chair

By _____
Cindy Fuller, County Clerk

By _____
Anabel Barraza, Finance Director

7594736

STATE OF NEW MEXICO)
) ss. DELIVERY, DEPOSIT AND
COUNTY OF CHAVES) CROSS-RECEIPT CERTIFICATE

WITNESS our hands this 27th day of February, 2026.

CHAVES COUNTY, NEW MEXICO

[SEAL]

By _____
_____, Chair

By _____
Cindy Fuller, County Clerk

By _____
Anabel Barraza, Finance Director

7594747

It is hereby certified by the undersigned, a duly qualified and acting official of the New Mexico Finance Authority, that, the undersigned has, on the date of this Certificate, received from Chaves County, New Mexico, the Loan Agreement and the Intercept Agreement.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

7594747

February 27, 2026

New Mexico Finance Authority

810 W. San Mateo Road

Santa Fe, New Mexico 87505

Chaves County

1 St. Mary's Place

Roswell, New Mexico 88203

\$373,528 New Mexico Finance Authority Loan to Chaves County,
New Mexico (PPRF-6970)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$373,528 Loan Agreement (the "Loan Agreement") between Chaves County, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 4-62-1 through 4-62-10, and Section 59A-53-7, NMSA 1978, as amended, and the Governmental Unit's Resolution No. R-26-004, adopted on January 15, 2026 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds for purchasing a fire truck and the related equipment, as described in the Loan Agreement.

We have examined the Loan Agreement, Resolution and such other law and certified proceedings and other documents as we deem necessary to deliver this opinion. As to all questions of fact material to the opinions set forth herein, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

February 27, 2026

Page 2

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity and the assumptions, qualifications and limitations contained in this opinion:

1. The Resolution creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the State Fire Protection Fund Revenues (the "Pledged Revenues") which it purports to create.

2. The Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is a valid and binding special limited obligation of the Finance Authority, enforceable against the Finance Authority in accordance with its terms and provisions.

4. The Loan Agreement is payable solely from and such payment is secured by a valid and binding lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds and assuming the accuracy of certain representations of the Finance Authority and the Governmental Unit, interest on the Loan Agreement is excludable from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.

February 27, 2026

Page 3

6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.

7. The Loan Agreement may be pledged as an “Additional Pledged Loan” or as a “Loan” under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA, as successor trustee (the “Trustee”), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification, provisions requiring that amendments be in writing or payment of attorneys’ fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

This opinion letter is limited to matters expressly stated in this opinion letter and no opinion is inferred or may be implied beyond the matters expressly stated in this opinion letter.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no obligation to update or modify this opinion for any future events or occurrences, including, but not limited to, determining or confirming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

The foregoing opinions represent our legal judgment based upon a review of existing legal authorities that we deem relevant to render such opinions and are not a guarantee of results.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent.

February 27, 2026

Page 4

Very truly yours,

SUTIN, THAYER & BROWNE

A Professional Corporation

7594728

EXHIBIT “B”

NEW MEXICO FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$373,528 Loan Agreement dated February 27, 2026 (the “Loan”) from the New Mexico Finance Authority (the “Finance Authority”) to Chaves County, New Mexico (the “Governmental Unit”);

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$373,528, without accrued interest. The Finance Authority is not acting as an Underwriter with respect to the Loan. The Finance Authority has no present intention to sell, reoffer, or otherwise dispose of the Loan (or any portion of the Loan or any interest in the Loan). The Finance Authority has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Loan and the Finance Authority has not agreed with the Governmental Unit pursuant to a written agreement to sell the Loan to persons other than the Finance Authority, therefore the “issue price” of the Loan is \$373,528.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations from interest to be paid on the Loan, is 2.2255%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 4.8368 years.

4. The undersigned understands that the statements made herein will be relied upon by the Governmental Unit in its effort to complete the Information Return for Tax-Exempt Governmental Obligations (Form 8038-G), required to be filed for the Loan pursuant to the Internal Revenue Code of 1986, as amended, and with regard to establishing facts and circumstances relied on by the Governmental Unit and bond counsel in connection with the execution and delivery of the Loan and the exclusion of interest on the Loan from gross income for federal income tax purposes. Such reliance is hereby authorized and approved.

Dated this 27th day of February, 2026.

NEW MEXICO FINANCE AUTHORITY

By: _____
Marquita D. Russel, Chief Executive Officer

7596060

SOURCES AND USES OF FUNDS**Chaves County
2025 Fire Equipment Loan**

Sources:	Market Loan Component (PPRF-6970A)	Disadvantaged Loan Component (PPRF-6970B)	Total
Bond Proceeds:			
Par Amount	223,528.00	150,000.00	373,528.00
Other Sources of Funds:			
County Contributed Funds	485,472.00		485,472.00
	709,000.00	150,000.00	859,000.00
Uses:	Market Loan Component (PPRF-6970A)	Disadvantaged Loan Component (PPRF-6970B)	Total
Project Fund Deposits:			
Project Fund Held by Trustee	223,528.00	150,000.00	373,528.00
Project Fund Held by Entity	485,472.00		485,472.00
	709,000.00	150,000.00	859,000.00

BOND SUMMARY STATISTICS

Chaves County 2025 Fire Equipment Loan

	<i>Market Loan Component (PPRF-6970A)</i>	<i>Disadvantaged Loan Component (PPRF-6970B)</i>	<i>Aggregate</i>
Dated Date	02/27/2026	02/27/2026	02/27/2026
Delivery Date	02/27/2026	02/27/2026	02/27/2026
Last Maturity	05/01/2032	05/01/2034	05/01/2034
Arbitrage Yield	2.225596%	2.225596%	2.225596%
True Interest Cost (TIC)	2.551368%	1.997661%	2.225596%
Net Interest Cost (NIC)	2.559757%	2.000000%	2.225108%
All-In TIC	2.551368%	1.997661%	2.225596%
Average Coupon	2.559757%	2.000000%	2.225108%
Average Life (years)	3.250	7.201	4.837
Duration of Issue (years)	3.127	6.745	4.560
Par Amount	223,528.00	150,000.00	373,528.00
Bond Proceeds	223,528.00	150,000.00	373,528.00
Total Interest	18,598.33	21,602.37	40,200.70
Net Interest	18,598.33	21,602.37	40,200.70
Total Debt Service	242,126.33	171,602.37	413,728.70
Maximum Annual Debt Service	48,496.46	52,517.30	52,517.30
Average Annual Debt Service	39,193.11	20,983.99	50,591.82
Underwriter's Fees (per \$1000)			
Average Takedown			
Other Fee			
Total Underwriter's Discount			
Bid Price	100.000000	100.000000	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Market Loan Component (PPRF6970A)	373,528.00	100.000	2.22510867%	4.837
	373,528.00			4.837

	<i>TIC</i>	<i>All-In TIC</i>	<i>Arbitrage Yield</i>
Par Value	373,528.00	373,528.00	373,528.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	373,528.00	373,528.00	373,528.00
Target Date	02/27/2026	02/27/2026	02/27/2026
Yield	2.225596%	2.225596%	2.225596%

BOND DEBT SERVICE**Chaves County
2025 Fire Equipment Loan**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
05/01/2027	40,945	2.560%	10,268.20	51,213.20
05/01/2028	43,826	2.580%	7,670.10	51,496.10
05/01/2029	44,957	2.520%	6,539.38	51,496.38
05/01/2030	46,090	2.540%	5,406.46	51,496.46
05/01/2031	47,260	2.590%	4,235.78	51,495.78
05/01/2032	48,485	** %	3,011.74	51,496.74
05/01/2033	50,478	2.000%	2,039.30	52,517.30
05/01/2034	51,487	2.000%	1,029.74	52,516.74
	373,528		40,200.70	413,728.70

DETAILED BOND DEBT SERVICE**Chaves County
Market Loan Component (PPRF-6970A)****Market Loan Component (PPRF6970A) (LOAN)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2027	40,945	2.560%	6,734.87	47,679.87	47,679.87
11/01/2027			2,335.05	2,335.05	
05/01/2028	43,826	2.580%	2,335.05	46,161.05	48,496.10
11/01/2028			1,769.69	1,769.69	
05/01/2029	44,957	2.520%	1,769.69	46,726.69	48,496.38
11/01/2029			1,203.23	1,203.23	
05/01/2030	46,090	2.540%	1,203.23	47,293.23	48,496.46
11/01/2030			617.89	617.89	
05/01/2031	47,260	2.590%	617.89	47,877.89	48,495.78
11/01/2031			5.87	5.87	
05/01/2032	450	2.610%	5.87	455.87	461.74
	223,528		18,598.33	242,126.33	242,126.33

DETAILED BOND DEBT SERVICE**Chaves County
Disadvantaged Loan Component (PPRF-6970B)****Disadvantaged Loan Component (PPRF-6970B) (LOAN)**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2027			3,533.33	3,533.33	3,533.33
11/01/2027			1,500.00	1,500.00	
05/01/2028			1,500.00	1,500.00	3,000.00
11/01/2028			1,500.00	1,500.00	
05/01/2029			1,500.00	1,500.00	3,000.00
11/01/2029			1,500.00	1,500.00	
05/01/2030			1,500.00	1,500.00	3,000.00
11/01/2030			1,500.00	1,500.00	
05/01/2031			1,500.00	1,500.00	3,000.00
11/01/2031			1,500.00	1,500.00	
05/01/2032	48,035	2.000%	1,500.00	49,535.00	51,035.00
11/01/2032			1,019.65	1,019.65	
05/01/2033	50,478	2.000%	1,019.65	51,497.65	52,517.30
11/01/2033			514.87	514.87	
05/01/2034	51,487	2.000%	514.87	52,001.87	52,516.74
	150,000		21,602.37	171,602.37	171,602.37

Note: The County's MHI of \$52,029 constitutes 83% of the State's MHI.

UNIVERSAL BOND SOLUTION**Chaves County
2025 Fire Equipment Loan
Universal Bond Solution Component**

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Service Coverage</i>
05/01/2026						
05/01/2027	40,945	51,213	51,213	145,946	94,733	284.98%
05/01/2028	43,826	51,496	51,496	145,946	94,450	283.41%
05/01/2029	44,957	51,496	51,496	145,946	94,450	283.41%
05/01/2030	46,090	51,496	51,496	145,946	94,450	283.41%
05/01/2031	47,260	51,496	51,496	145,946	94,450	283.41%
05/01/2032	48,485	51,497	51,497	145,946	94,449	283.41%
05/01/2033	50,478	52,517	52,517	145,946	93,429	277.90%
05/01/2034	51,487	52,517	52,517	145,946	93,429	277.90%
	373,528	413,729	413,729	1,167,568	753,839	

FORM 8038 STATISTICS**Chaves County
2025 Fire Equipment Loan**

Dated Date 02/27/2026
Delivery Date 02/27/2026

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Disadvantaged Loan Component (PPRF-6970B):						
	05/01/2027		2.000%	100.000		
	05/01/2027	40,945.00	2.560%	100.000	40,945.00	40,945.00
	05/01/2028		2.000%	100.000		
	05/01/2028	43,826.00	2.580%	100.000	43,826.00	43,826.00
	05/01/2029		2.000%	100.000		
	05/01/2029	44,957.00	2.520%	100.000	44,957.00	44,957.00
	05/01/2030		2.000%	100.000		
	05/01/2030	46,090.00	2.540%	100.000	46,090.00	46,090.00
	05/01/2031		2.000%	100.000		
	05/01/2031	47,260.00	2.590%	100.000	47,260.00	47,260.00
	05/01/2032	48,035.00	2.000%	100.000	48,035.00	48,035.00
	05/01/2032	450.00	2.610%	100.000	450.00	450.00
	05/01/2033	50,478.00	2.000%	100.000	50,478.00	50,478.00
	05/01/2033		2.740%	100.000		
	05/01/2034	51,487.00	2.000%	100.000	51,487.00	51,487.00
	05/01/2034		2.780%	100.000		
		373,528.00			373,528.00	373,528.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity	05/01/2034	2.000%	51,487.00	51,487.00		
Entire Issue			373,528.00	373,528.00	4.8368	2.2256%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	0.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

AGENDA ITEM: 11

Resolution R-26-005
Resolution to Rename Relief
Route in Honor of Nancy
Lopez

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY: Resolution R-26-005 is a request for the New Mexico State Transportation Commission to rename the Roswell Relief Route in Honor of Nancy Lopez. Nancy Lopez is one of Roswell's most distinguished natives and one of the most iconic figures in the history of Women's Golf. Throughout her career she represented our community with poise and grace and inspired many of our youth to succeed.

SUPPORT DOCUMENTS: Resolution R-26-005, Letter of Support

SUMMARY BY: Bill Williams

TITLE: County Manager

RESOLUTION R-26-005

REQUESTING THE NEW MEXICO STATE TRANSPORTATION COMMISSION TO RENAME THE ROSWELL RELIEF ROUTE IN HONOR OF NANCY LOPEZ

WHEREAS, Nancy Lopez has long been considered one of the most celebrated role models in our community, showing generations of youth what can be accomplished through hard work and dedication; and

WHEREAS, Nancy is one of Roswell's most distinguished natives not only because of her exemplary career, but also because of her outstanding contributions to women's sports with her trailblazing attitude which has inspired many to push harder and farther than they thought possible; and

WHEREAS, Nancy Lopez began her golfing career playing alongside her father, Domingo Lopez, on local courses, distinguishing herself at age 12 by winning the New Mexico Women's Amateur title; and

WHEREAS, Nancy continued to improve her game, winning numerous amateur titles, and the collegiate AIAW championship, before turning pro and joining the LPGA, being named Rookie of the Year in 1978; and

WHEREAS, Ms. Lopez went on to win 48 LPGA tours, being named player of the year 4 times, being inducted into the World Golf Hall of Fame and forever changing the face of the LPGA paving the way for those who followed her showing that women could not only become iconic role models but could do it with personality and grace; and

WHEREAS, to honor and recognize the contributions and recognition that Nancy Lopez has brought to our community, the Chaves County Board of Commissioners requests that the Roswell Relief Route be renamed the Nancy Lopez Relief Route, allowing her story to continue inspiring our community; and

WHEREAS, during the 2026 Regular Session of the New Mexico Legislature, there are plans to put forth a Senate Memorial requesting the State Transportation Commission to dedicate the entire length of the Roswell Relief Route as the Nancy Lopez Relief Route.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of Chaves County humbly request that the New Mexico State Transportation Commission rename the Roswell Relief Route the Nancy Lopez Relief Route.

BE FURTHER RESOLVED, that the Chaves County Board of Commissioners wholeheartedly endorse the plans for the New Mexico Legislature to put forth a Senate Memorial honoring our distinguished Roswell Alum, Nancy Lopez, and encourage its passage.

DONE this 15th day of January 2026.

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C Taylor, Chairman

Michael Perry, Vice-Chairman

ATTEST:

Dara Dana, Member

Hub Corn, Member

Cindy Fuller
County Clerk

Cliff Waide, Member



New Mexico State Senate

STATE CAPITOL

Santa Fe 87501

November 12, 2025

Chaves County Commission
PO Box 1817
Roswell, NM 88202-1817

Dear Commissioners,

I write to request that the Chaves County Commission consider naming the Roswell Bypass in honor of **Nancy Lopez**, one of Roswell's most distinguished natives and an internationally celebrated professional golfer. This action would serve as a lasting tribute to her exceptional career, her contributions to women's sports, and her enduring connection to our community.

Raised in Roswell, NM, Nancy Lopez began her golf journey on our local courses. A graduate of Goddard High School, she quickly became a national amateur sensation, winning the U.S. Girls' Junior Championship twice (1972 and 1974) and finishing runner-up in the U.S. Women's Open as an 18-year-old amateur in 1975.

Lopez went on to become one of the most iconic figures in the history of women's golf. She joined the LPGA Tour in 1977 and was named **Rookie of the Year**. She then went on to dominate the sport, winning 48 LPGA tours and was 4-time player of the year.

Throughout her career, for which she was inducted into the hall of fame, Nancy Lopez proudly represented Roswell on the global stage, often crediting her hometown roots for grounding her success. Naming the Roswell Bypass in her honor would not only commemorate her achievements but also inspire future generations from our region to pursue excellence.

To recognize her contributions to sports, her deep local ties, and her role as an ambassador for Roswell, **I respectfully ask that the Commission designate the Roswell Bypass in her honor.**

Thank you for your thoughtful consideration of this request. Please feel free to contact me should the Commission wish to discuss this proposal further or require additional information.

Sincerely,

A handwritten signature in black ink that reads "Candy Spence Ezell".

Candy Spence Ezell
State Senator, District 32

AGENDA ITEM: 12

**Appointment to the Chaves County
Planning and Zoning Commission**

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Louis Jaramillo, P&Z Director

ACTION REQUESTED: Appoint Robert Dane Marley to serve on the Chaves County
Planning and Zoning Commission for a term of six years.

SUMMARY: Mr. Marley is an active member of the community with years of experience and knowledge in public meetings. If approved, Mr. Marley would finalize the Planning and Zoning Commission membership roster of five.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS:

SUMMARY BY: Louis Jaramillo, P&Z Director

CHAVES COUNTY PLANNING AND ZONING COMMISSION MEMBERSHIP
APPLICATION

The Chaves County Planning and Zoning Commission consists of five members that are appointed by Chaves County Board of Commissioners. The P&Z Commission is a recommendation board.

Applicant must live within Chaves County and must be able to attend evening (5:30 pm) meetings on the first Tuesday of each month.

Note: If approved, your information will be public with the exception of employer and occupation.

NAME Robert Dane Marley
PHYSICAL ADDRESS 3948 South Spring Loop
CITY/ZIP Roswell 88203
HOME # 817-908-9101 CELL # same
OFFICIAL EMAIL Dane@Rmarley.com
MAILING ADDRESS 3948 South Spring Loop
CITY/ZIP CODE Roswell, NM 88203
EMPLOYER R. Marley, LLC
OCCUPATION Manager
SERVICE ORGANIZATIONS ENMSF Board, NMMTI
Foundation Board, Wee Warriors Board
REFERENCES NAME: Michael Lackey
PHONE #: 575-626-3695
NAME: Cody Burson
PHONE #: 575-626-5275


SIGNATURE

12-15-25
DATE

Please email your application to louis.jaramillo@chavescounty.gov

AGENDA ITEM: ____13____

Appointment of New Mexico
County Insurance Authority
Voting Members

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Appointment of Voting Member and Alternate

ITEM SUMMARY:

The New Mexico County Insurance Authority will hold its annual meeting on January 19, 2026. Chaves County needs to appoint a voting member and an alternate. Staff is requesting that Ms. Lucia Serrano, Assistant Finance Director, be reappointed as the voting member and that Mr. Joseph Cobos, Safety and Compliance Manager, be appointed as the alternate.

SUPPORT DOCUMENTS: None

SUMMARY BY: Bill Williams

TITLE: County Manager

AGENDA ITEM: 14

Request to approve proposal from
Facility Build of Albuquerque, NM for
CCDC Security Upgrades for
\$412,171.12.

MEETING DATE: January 15, 2026

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Analicia Nieto, CPO**

ACTION REQUESTED: **Approve proposal from Facility Build**

SUMMARY: Chaves County was awarded state appropriation funding to enhance security measures at the Chaves County Detention Center. Facility Build, will provide design/build fabrication to install square mesh to the interior of the South Fox wing for a total amount of \$412,171.12.

Facility Build will be awarded through NM State Price Agreement# 40-00000-23-00034 BX.

State appropriation 25-J2893 will cover \$198,000.00 of the cost, and the remaining \$214,171.12 will be approved per resolution R-26-003.

Staff Recommends/Requests: Approval

SUPPORT DOCUMENTS: Facility Build - Proposal

SUMMARY BY: **Analicia Nieto, CPO**

CONSTRUCTION COST PROPOSAL

Date: 12/12/2025

RFE: 26-0036

Chaves County
Alex Palomino
1st St. Mary's Place

Cost Proposal Project Name: **Chaves County Detention Center- South Fox Steel Security Mesh and Bars**

Procurement Contract: SPA# 40-00000-23-00034

Email address: Alex.palomino@chavescounty

Telephone # x

Physical Job Address: 3701 S. Atkinson Ave, Roswell, NM 88203

Scope of Work:

As per drawings by FacilityBUILD Sheets A1.0, A1.1, A1.2, A1.3, and A1.4 dated 11/5/25: Provide labor and carbon steel materials to fabricate and install 1" x 1" CS square mesh on interior of South Fox wing, to include 2 x 2 framework, sliding locks, anchors, food ports, sliding doors, swing doors, fabricate and install 1" x 1" CS square mesh on outdoor recreation wing of South Fox to include all 3 x 3 framework, anchors, sliding locks, food ports, and sliding doors, priming and painting of carbon steel materials.

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, architectural, structural engineering and applicable fees - Unless specifically excluded in the scope of work:

Clarifications: NOTE: This proposal only includes South Fox Maximum Security & South Fox Outdoor Recreation Areas.

NOTE: The following is excluded from this proposal: North Delta Upper and Lower levels. NOTE: This proposal is valid for 7 days from 12/8/2025.

Material Costs Escalation Advisory & Provision: Due to the volatile changes in materials pricing and supply chain availability, prices reflected in this proposal cannot be guaranteed at time of receipt of signed proposal. Once signed PO is received, your FacilityBUILD Representative will be in communication with suppliers and subcontractors to notify you promptly of any price changes.

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

NM GRT @

Albuquerque

8.2708%

Subtotal

\$380,685.39

\$31,485.73

TOTAL \$412,171.12

date 12/12/2025

FacilityBUILD's Authorized Signature:

Louie Campos Jr.

Lcampos@facilitybuild.com

Acceptance: The above scope of work and cost proposal are per the COA on Call Agreement under a competitive pricing bid above \$4 million. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: Chaves County Detention Center- South Fox Steel Security Mesh and Bars

Client Authorized Signature:

date

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.

NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

Div: 1	General Requirements: Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control inspections, Temporary Facilities and Utilities, Waste Management, Regulatory Control, Safety Plan, Closeouts and Training	\$52,156.95
Div: 2	Demolition: NA	\$0.00
Div: 3	Concrete: NA	\$0.00
Div: 4	Masonry: NA	\$0.00
Div: 5	Metals: Provide labor and materials to fabricate and install 1" x 1" CS square mesh on interior of South Fox wing, to include 2 x 2 framework, sliding locks, anchors, food ports, sliding doors, swing doors, fabricate and install 1" x 1" CS square mesh on outdoor recreation wing of South Fox to include all 3 x 3 framework, anchors, sliding locks, food ports, and sliding doors	\$304,694.18
Div: 6	Wood & Plastics: NA	\$0.00
Div: 7	Thermal/Moisture: NA	\$0.00
Div: 8	Doors & Windows: NA	\$0.00
Div: 9	Finishes: Provide labor and materials to priming and painting of carbon steel materials on one trip to do both South Fox areas.	\$23,834.26
Div: 10	Specialties: NA	\$0.00
Div: 11	Equipment: NA	\$0.00
Div: 12	Furnishings: N/A	\$0.00
Div: 14	Special Construction: N/A	\$0.00
Div: 15-3	Plumbing: NA	\$0.00
Div: 15-4	Fire Protection Systems: NA	\$0.00
Div: 15-5	Mechanical: NA	\$0.00
Div: 16	Electrical: NA	\$0.00
Div: 16-6	Fire Alarm/Data: NA	\$0.00
Subtotal		\$380,685.39
NM GRT @ 8.2708%		\$31,485.73
TOTAL		\$412,171.12

AGENDA ITEM:	<u>15</u>	<u>Ratification of Out of State Travel-Lubbock Tx</u>
MEETING DATE:	<u>January 15, 2026</u>	<u>Recertification of K9 Narcotics Detection</u>

STAFF SUMMARY REPORT

ACTION REQUESTED BY:	<u>Sheriff Mike Herrington</u>
ACTION REQUESTED:	<u>Approval of Out of State Travel</u>

ITEM SUMMARY:

The Chaves County Sheriff's Office is requesting ratification of authorization to send two of its employees for K9 recertification for Narcotics Detection in Lubbock, Texas on January 13, 2026, thru January 14, 2026. This is a requirement once a year and is recognized by Federal Courts and provided by NNDDA (National Narcotics Drug Detection Association)

This cost is \$55.00 per deputy plus per diem for meals and hotel for K9 Deputies Elijah Castro and Nathaniel De La Cerda.

SUPPORT DOCUMENTS:

SUMMARY BY:	<u>Janet M. Garcia</u>
TITLE:	<u>Sheriff's Administrator</u>

NATIONAL NARCOTIC DETECTOR DOG ASSOCIATION

**NNDDA**

Canine Program Validation/Certification

NNDDA will certify canine teams to a federal, state, or department standard. The team must submit a copy of the standard to the certifying official who must approve the standard prior to certifying the team. The standard must meet or exceed NNDDA Standards. The certifying official will attach a copy of the standard to the yellow certification sheet and retain it for future courtroom testimony. The certification will assist in validating other agencies' standards.

Certification for your canine(s) is now included with your NNDDA membership.



Narcotic Detection Standard

To be eligible to certify a K-9 in narcotic detection you must fall under one of the following:

- 1) Full time law enforcement or corrections, active military, DOJ, HLS officers with duties as a canine handler.
- 2) Commissioned part time, reserve officers, or school security with duties as a canine handler. These officers shall, upon request for membership provide a written letter of endorsement, on a department letterhead, signed by the department head. This letter will outline the canine duties and responsibilities of the officer. The letter must be submitted each year to the official when the handler certifies. Membership is not valid unless the letter is current and on file with the NNDDA.
- 3) Non law enforcement person/s employed by a private security company. The company must have appropriate state and DEA licenses or a state private investigator's license and a background check that must come from their state police agency. Private security personnel must provide the required documentation each time they certify.

No canine team will be dual certified in Narcotics and Explosives by the NNDDA. [No certifications will be conducted at the vendor's facilities.](#)

TYPE OF NARCOTICS TO BE USED FOR CERTIFICATION

All K-9's must find cocaine and at least one other narcotic to certify. Other narcotics may be, but not limited to Marijuana, Heroin, Methamphetamine, [MDMA](#), [Fentanyl](#), or Opium. For all narcotics the quantities will stay within the limits for Cocaine.

[FENTANYL: The following procedure will be in place prior to certifying with fentanyl.](#)

1. The certifying official must have completed and passed FEMA, a deadly dose: fentanyl, opioids, and the first responder.
2. Or a course equivalent approved by the NNDDA. A certificate of completion must be forwarded to the NNDDA Secretary
3. Naloxone, (NARCAN) must be present for all certifications.
4. A minimum dual layer packaging system for fentanyl aids shall be required.
5. The fentanyl aid shall be placed in a manner that prevents physical contact with the team.
6. One additional person aside from the handler and certifying official must be present to serve as a safety officer while the certification is taking place.

QUANTITIES OF NARCOTIC TO BE USED FOR CERTIFICATION

All narcotics will be within the limits of 10 grams minimum and 28 grams maximum.

ALERTS

Each handler is responsible for notifying the judges of the type of alert (aggressive or passive), the judges can expect.

There will be only one (1) negative response allowed. The handler will be notified of positive or negative response.

TIME

There will be three (3) minutes for each drug search area, once the three minutes is called the search of that area is over.

SEARCH AREA

The area can be of indoor nature (building), this area shall be no larger than one thousand (1000) square feet. Inside this area there shall be a section for each narcotic. [Three vehicles, one vehicle blank, can be used in place of a space.](#)

EXAMPLE: If a K-9 team is going to certify on four (4) narcotics, there will be four (4) sections, [three vehicles, one vehicle blank, can be used in place of a space.](#) each one containing the respective narcotic.

REWARDS

There will be no narcotic contaminated rewards during certification. EXAMPLE: A K-9 team is in the certification area, the K-9 gives a positive alert, the handler rewards the K-9 with only a non-narcotic contaminated reward. A contaminated reward might be a ball or towel scented with marijuana, cocaine, heroin or any other narcotic.

CERTIFICATION

Certification is valid for one calendar year. There will be a thirty-day waiting period to attempt to certify again if you fail certification.

RULING OF THE CERTIFYING OFFICIAL:

[The certifying official may require chemical analysis report for training aids provided for certification.](#) All rulings by the certifying official are final. [The certifying official must be at the certification location and personally view the certification.](#)

CERTIFYING OFFICIALS

Either a NNDDA Judge, Board of Director, Regional Certifying Official or Regional Representative may certify a K-9 team. There may be more than one (1) of these officials at any certification but only one (1) is required for certification.

CANINE PROGRAM VALIDATION/CERTIFICATION

NNDDA will certify canine teams to a federal, state, or department standard. The team must submit a copy of the standard to the certifying official who must approve the standard prior to certifying the team. The standard must meet or exceed NNDDA Standards. The certifying official will attach a copy of the standard

TO BECOME A CERTIFYING OFFICIAL IN NARCOTICS

To be eligible to be a certifying official, one MUST be a full-time paid law enforcement officer, or corrections officer, either local, state, federal. An applicant cannot be in the business of selling police dogs. These two requirements will not be waived. A certifying official retains their certifying official status when they retire from law enforcement.

If you meet the above requirements there are several ways to be considered for an interview. An applicant must be a current member in good standing with NNDDA for the last three (3) years. Proof of certification and/or expertise must add up to three years of experience in the selected field.

An applicant should show a need for a certifying official in this area, have written endorsement from a senior (4 year) narcotic dog certification official with the NNDDA. An Applicant may produce written proof of three years of expertise with written endorsement from senior (4 year) narcotic dog certification officials of the NNDDA, or NNDDA Board Member.

Applicant must produce written support from his or her agency.

Applicant will request a certifying official packet from the Secretary of the NNDDA.

The applicant will complete the packet and return it to the Secretary of the NNDDA.

All information submitted will be validated by the NNDDA Board of Directors.

The Board will notify the applicant of the results.

Applicants must pass a formal interview with the NNDDA Board [or Board approved Regional Director.](#)

The Board will determine which seminar/certification the applicant must attend to work with a senior certifying official(s). That certifying official(s) will make a written recommendation to complete the process.

Certifying Officials must have access to equipment and training aids to conduct this certification.

Each certifying official must ensure that they possess a current copy of NNDDA Certification Standards and certify to that standard.

A CERTIFYING OFFICIAL MAY NOT CERTIFY A DOG HE/SHE HAS TRAINED THE FIRST TIME THE DOG TEAMS CERTIFY

NO CERTIFYING OFFICIAL WHO BECOMES A VENDOR OR AN EMPLOYEE OF A VENDOR CAN CERTIFY ANY CANINE TEAM THAT HAS BEEN SOLD, EMPLOYED OR MAINTAINED (MAINTENANCE CONTRACT) BY YOU OR YOUR VENDOR.

YOUR POSITION IN THE NNDDA CAN NOT BE USED IN ANY ANVERTISEMENT.

A Certifying Official may be removed from certifying official status by a majority vote by the Board of Directors.



[HOME](#) [CERTIFICATION](#) [APPLICATIONS](#) [NEWS](#) [EVENTS](#) [GALLERY](#) [Q](#)

MEMBERSHIP APPLICATION

You application has been submitted.

APPLICATION ID: A-07206

Number of applications: 1

FEE PAID: \$55.00

You should receive a confirmation email at jacob.sanchez@chavescounty.gov shortly, and each member included in your application will receive an email with their membership certificate attached.



Jacob Sanchez

From: NNDDA <no-reply@nndda.org>
Sent: Thursday, January 8, 2026 10:02 AM
To: Jacob Sanchez
Subject: Billing Receipt

You don't often get email from no-reply@nndda.org. [Learn why this is important](#)

This is your billing receipt for all applications in your transaction.

Each applicant will receive a separate email that includes their membership receipt and proof of membership certificate.

Application ID

A-07206

Child-Count

1

Member Info

Membership ID

M-10213

AppID

A-07206

Name

Nathaniel De La Cerda

Address

#1 Saint Mary's Place
Roswell, New Mexico 88203
United States
[Map It](#)

Date of Birth

08/29/1991

Last 4 of SSN

1278

Cell Phone

(575) 626-0502

Alternate Phone

(575) 420-5520

Email

nathaniel.delacerda@chavescounty.gov

Confirm Email

nathaniel.delacerda@chavescounty.gov

Insurance Information**Beneficiary Name**

JoRay De La Cerda

Beneficiary Relationship

Son

Agency Name

Chaves County Sheriff's Office

Order

Applications	Qty	Unit Price	Price
Type (Renewal)	1	\$55.00	\$55.00
Sub Total			\$55.00
Total			\$55.00

Agency Information**Enter Agency**

Yes

Agency Name

Chaves County Sheriff's Office

Agency Address

#1 Saint Mary's Place
Roswell, New Mexico 88203
United States
[Map It](#)

Payment**Email for Payment Confirmation**

jacob.sanchez@chavescounty.gov

Credit Card

VISA
XXXXXXXXXXXX9901
Charles Yslas

Order

Applications	Qty	Unit Price	Price
Total	1	\$55.00	\$55.00
		Sub Total	\$55.00
		Total	\$55.00

E. Castro



[HOME](#) [CERTIFICATION](#) [APPLICATIONS](#) [NEWS](#) [EVENTS](#) [GALLERY](#) [Q](#)

MEMBERSHIP APPLICATION

You application has been submitted.

APPLICATION ID: A-07205

Number of applications: 1

FEE PAID: \$55.00

You should receive a confirmation email at jacob.sanchez@chavescounty.gov shortly, and each member included in your application will receive an email with their membership certificate attached.



Jacob Sanchez

From: NNDDA <no-reply@nndda.org>
Sent: Thursday, January 8, 2026 9:50 AM
To: Jacob Sanchez
Subject: Billing Receipt

You don't often get email from no-reply@nndda.org. [Learn why this is important](#)

This is your billing receipt for all applications in your transaction.

Each applicant will receive a separate email that includes their membership receipt and proof of membership certificate.

Application ID

A-07205

Child-Count

1

Member Info

Membership ID

M-10212

AppID

A-07205

Name

Elijah Castro

Address

#1 Saint Mary's Place
Roswell, New Mexico 88203
United States
[Map It](#)

Date of Birth

06/20/2002

Last 4 of SSN

8829

Cell Phone

(575) 416-1584

Alternate Phone

(575) 317-3129

Email

elijah.castro@chavescounty.gov

Confirm Email

elijah.castro@chavescounty.gov

Insurance Information**Beneficiary Name**

Mya McKenzie

Beneficiary Relationship

Girlfriend

Agency Name

Chaves County Sheriff's Office

Order

Applications	Qty	Unit Price	Price
Type (Renewal)	1	\$55.00	\$55.00
Sub Total			\$55.00
Total			\$55.00

Agency Information**Enter Agency**

Yes

Agency Name

Chaves County Sheriff's Office

Agency Address

#1 Saint Mary's Place
Roswell, New Mexico 88203
United States
[Map It](#)

Payment**Email for Payment Confirmation**

jacob.sanchez@chavescounty.gov

Credit Card

VISA
XXXXXXXXXXXX9901
Charles Yslas

Order

Applications	Qty	Unit Price	Price
Total	1	\$55.00	\$55.00
		Sub Total	\$55.00
		Total	\$55.00

CHAVES COUNTY FINANCE
ACCOUNTS PAYABLE
P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6677 or 575-624-6620



COMMISSIONERS
Dara Dana · District 1
Cliff Waide · District 2
Hub Corn · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Finance Director
Anabel Barraza

County Manager
Bill Williams

Final Payment Register

Date: 12/1/2025
Packet# 03721

Date: 12/8/25
Packet# 03733

Date: 12/24/25
Packet# 03753

Date: 12/1/25
Packet# 03723

Date: 12/12/25
Packet# 03741

Date: 12/30/25
Packet# 03755

Date: 12/3/25
Packet# 03724

Date: 12/19/25
Packet# 03744

Date: 12/30/25
Packet# 03756

Date: 12/3/25
Packet# 03726

Date: 12/22/25
Packet# 03745

Date: _____
Packet# _____

Date: 12/5/25
Packet# 03730

Date: 12/23/25
Packet# 03751

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

Richard C. Taylor, Chairman

ATTEST:

Michael Perry, Vice-Chairman

Cindy Fuller
County Clerk

Dara Dana, Member

Cliff Waide, Member

Herbert (Hub) Corn, Member

Approval of Checks

15-Jan-26

STAFF SUMMARY REPORT

Anabel Barraza, Finance Director
(575-624-6658)

Approval of Checks

ITEM SUMMARY:

A/P:	1-Dec-25	\$202,692.35
	1-Dec-25	\$500.00
	3-Dec-25	\$7,554.76
	3-Dec-25	\$580.00
	5-Dec-25	\$468,206.96
	8-Dec-25	\$285.71
	12-Dec-25	\$600,589.96
	19-Dec-25	\$168,228.96
	22-Dec-25	\$19,848.14
	23-Dec-25	\$201.80
	24-Dec-25	\$247,908.08
	30-Dec-25	\$860,200.00
	30-Dec-25	\$742.08

PAYROLL:	7-Dec-25 Regular	\$366,197.59
	7-Dec-25 Finals	\$3,850.00
	21-Dec-25 Regular	\$367,886.18
	21-Dec-25 Incentive	\$5,800.00
	21-Dec-25 Finals	\$642.26

Grand Total Checks to be Approved: **\$3,321,914.83**

SUPPORT DOCUMENTS:

Copies of Bills Lists

Stephanie Carrillo

A/P Officer



Chaves County, NM

Expense Approval Register

PKT03721 - Roadrunner EFT CK RUN 12/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROADRUNNER HEALTH SERVICES, LLC					
ROADRUNNER HEALTH SERVI	1649	12/01/2025	FY 26 Medical Inmate Care	427-6-639-268-000	202,692.35
Vendor ROADRUNNER HEALTH SERVICES, LLC Total:					202,692.35
Grand Total:					202,692.35

Approved By:

Fund Summary

Fund	Expense Amount
427 - INDIGENT HOSPITAL CLAIMS	202,692.35
Grand Total:	202,692.35

Account Summary

Account Number	Account Name	Expense Amount
427-6-639-268-000	CARE OF PRISONER SER	202,692.35
	Grand Total:	202,692.35

Project Account Summary

Project Account Key	Expense Amount
None	202,692.35
Grand Total:	202,692.35



Chaves County, NM

Expense Approval Register

Packet: APPKT03723 - Short Term Dis 12/1/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DANIEL LOPEZ					
DANIEL LOPEZ	CC028308	12/01/2025	SHORT TERM DIS/11/24-11/	402-6-652-102-000	500.00
				Vendor DANIEL LOPEZ Total:	500.00
				Grand Total:	500.00

Approved By:

Fund Summary

Fund	Expense Amount
402 - ROAD FUND	500.00
Grand Total:	500.00

Account Summary

Account Number	Account Name	Expense Amount
402-6-652-102-000	REGULAR SALARIES	500.00
	Grand Total:	500.00

Project Account Summary

Project Account Key	Expense Amount
None	500.00
Grand Total:	500.00



Chaves County, NM

Expense Approval Register

acket: APPKT03724 - XCEL ACH PMTS 12/3/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC028309	12/01/2025	ACCT# 54-3949442-7	401-6-619-340-000	7,243.56
SOUTHWESTERN PUBLIC SER	CC028310	12/01/2025	ACCT# 54-3943785-9	401-6-691-243-000	60.97
SOUTHWESTERN PUBLIC SER	CC028310	12/01/2025	ACCT# 54-3943782-6	412-8-815-341-000	57.98
SOUTHWESTERN PUBLIC SER	CC028311	12/02/2025	ACCT# 54-3943758-6	401-6-691-243-000	43.42
SOUTHWESTERN PUBLIC SER	CC028312	12/02/2025	ACCT# 54-3943777-9	401-6-691-243-000	39.31
SOUTHWESTERN PUBLIC SER	CC028313	12/01/2025	ACCT# 54-3943607-4	401-7-751-341-000	24.55
SOUTHWESTERN PUBLIC SER	CC028314	12/01/2025	ACCT# 54-1485939-1	401-6-691-243-000	38.74
SOUTHWESTERN PUBLIC SER	CC028314	12/01/2025	ACCT# 54-1485939-1	401-6-693-341-000	46.23
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					7,554.76
Grand Total:					7,554.76

Approved By:

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	7,496.78
412 - SIERRA VOLUNTEER FIRE FND	57.98
Grand Total:	7,554.76

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	7,243.56
401-6-691-243-000	HIGHWAY LIGHTS	182.44
401-6-693-341-000	UTILITIES	46.23
401-7-751-341-000	UTILITIES	24.55
412-8-815-341-000	UTILITIES	57.98
Grand Total:		7,554.76

Project Account Summary

Project Account Key	Expense Amount
None	7,554.76
Grand Total:	7,554.76



Chaves County, NM

Expense Approval Register

T03726 - 2025 Election Recount Ck Run 12/3/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: GLORIA TUCKER					
GLORIA TUCKER	CC028319	12/03/2025	RECOUNT ELECTION 2025	631-8-872-231-000	115.00
				Vendor GLORIA TUCKER Total:	115.00
Vendor: JENNIFER GRIEGO					
JENNIFER GRIEGO	CC028318	12/03/2025	RECOUNT ELECTION 2025	631-8-872-231-000	115.00
				Vendor JENNIFER GRIEGO Total:	115.00
Vendor: MARY JEAN FOWLER					
MARY JEAN FOWLER	CC028316	12/03/2025	RECOUNT ELECTION 2025	631-8-872-231-000	115.00
				Vendor MARY JEAN FOWLER Total:	115.00
Vendor: MELINDA BACA					
MELINDA BACA	CC028317	12/03/2025	RECOUNT ELECTION 2025	631-8-872-231-000	115.00
				Vendor MELINDA BACA Total:	115.00
Vendor: TRACY DE LA ROSA					
TRACY DE LA ROSA	CC028315	12/03/2025	RECOUNT ELECTION 2025	631-8-872-231-000	120.00
				Vendor TRACY DE LA ROSA Total:	120.00
Grand Total:					580.00

Approved By:

Rutha Serrano

Fund Summary

Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	580.00
Grand Total:	580.00

Account Summary

Account Number	Account Name	Expense Amount
631-8-872-231-000	SOS ELECTION GRANTS	580.00
Grand Total:		580.00

Project Account Summary

Project Account Key	Expense Amount
None	580.00
Grand Total:	580.00



Chaves County, NM

Expense Approval Register

Packet: APPKT03730 - CHECK RUN 12/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: A & A FLOORING LLC					
A & A FLOORING LLC	CC028341	12/02/2025	Tile flooring in break room a	401-7-751-256-000	4,126.03
			Vendor A & A FLOORING LLC Total:		4,126.03
Vendor: A-7 AUSTIN, LLC					
A-7 AUSTIN, LLC	47143	12/01/2025	2025 Tax forms for AP and Pa	401-6-631-230-000	495.54
			Vendor A-7 AUSTIN, LLC Total:		495.54
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	BLOOM286542(3)	12/01/2025	ASL-NATURAL RESOURCE CO	401-6-619-260-000	1,500.00
			Vendor AMERICAN STEWARDS OF LIBERTY Total:		1,500.00
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	86853	12/02/2025	Annual Fire Ext. services and	413-8-818-233-000	957.14
			Vendor ARTESIA FIRE EQUIPMENT INC. Total:		957.14
Vendor: BELL GAS INC.					
BELL GAS INC.	45351	12/01/2025	ACCT# 10693	402-6-653-223-000	20,205.85
			Vendor BELL GAS INC. Total:		20,205.85
Vendor: BELL GAS INC					
BELL GAS INC	324141	12/01/2025	ICE FOR ROAD CREW	402-6-653-230-000	245.00
			Vendor BELL GAS INC Total:		245.00
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC028320	12/01/2025	ACCT# J1720000	402-6-651-341-000	61.21
			Vendor BERRENDO CO-OP WATER USERS Total:		61.21
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC028321	12/01/2025	ACCT# 0114001	410-8-816-341-000	187.72
CENTRAL VALLEY ELECTRIC C	CC028321	12/01/2025	ACCT# 23898800	410-8-816-341-000	18.66
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 12001802	401-6-691-243-000	43.25
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 24466500	401-6-691-243-000	48.37
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 12209501	401-6-691-243-000	630.97
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 23133100	410-8-816-341-000	78.26
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 6695501	414-8-819-341-000	123.64
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 22987100	437-6-659-341-000	47.30
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 24186400	437-6-659-341-000	48.37
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	ACCT# 12412501	437-6-659-341-000	49.22
CENTRAL VALLEY ELECTRIC C	CC028322	12/01/2025	MAINT/ DIST 8/ MIDWAY FD	437-6-659-341-000	76.96
CENTRAL VALLEY ELECTRIC C	CC028323	12/01/2025	ACCT# 12413301	411-8-814-341-000	9.50
CENTRAL VALLEY ELECTRIC C	CC028323	12/01/2025	ACCT# 12413101	411-8-814-341-000	9.33
CENTRAL VALLEY ELECTRIC C	CC028323	12/01/2025	ACCT# 12026501	411-8-814-341-000	93.39
CENTRAL VALLEY ELECTRIC C	CC028323	12/01/2025	ACCT# 12413201	411-8-814-341-000	52.99
			Vendor CENTRAL VALLEY ELECTRIC COOP Total:		1,550.43
Vendor: CONSENSUS PLANNING INC					
CONSENSUS PLANNING INC	86954	12/01/2025	Update to the Chaves Count	635-6-682-370-000	12,191.11
			Vendor CONSENSUS PLANNING INC Total:		12,191.11
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC028342	12/01/2025	ACCT# B1085	408-8-812-341-000	28.00
CUMBERLAND CO-OPERATIV	CC028343	12/01/2025	ACCT# G215	401-6-691-341-000	41.54
CUMBERLAND CO-OPERATIV	CC028344	12/01/2025	ACCT# G105	410-8-816-341-000	28.00
			Vendor CUMBERLAND CO-OPERATIVE WATER Total:		97.54
Vendor: DESERT PEAK ARCHITECTS					
DESERT PEAK ARCHITECTS	5500120	12/01/2025	PVRCC Design	635-6-682-381-100	1,645.36
			Vendor DESERT PEAK ARCHITECTS Total:		1,645.36

Expense Approval Register

Packet: APPKT03730 - CHECK RUN 12/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	25009-26-5	12/02/2025	DWI DISTRIBUTION/ FY 25-2	401-6-672-428-000	1,117.25
DIANE F. TAYLOR	FY26-5DT	12/02/2025	DWI DISTRIBUTION/ FY 25-2	432-7-761-267-000	3,407.85
Vendor DIANE F. TAYLOR Total:					4,525.10
Vendor: Elite Medical Transport of Texas, LLC					
Elite Medical Transport of Te	CC028339	12/01/2025	ACCT# 2524441	427-6-639-270-000	21.42
Vendor Elite Medical Transport of Texas, LLC Total:					21.42
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	25013-26-5	12/02/2025	DWI DISTRIBUTION/ FY 25-2	401-6-672-428-000	288.10
FRANK G. MAGOURILOS	FY26-5FM	12/02/2025	DWI DISTRIBUTION/ FY 25-2	432-7-761-267-000	878.56
Vendor FRANK G. MAGOURILOS Total:					1,166.66
Vendor: GreatAmerica Financial Services					
GreatAmerica Financial Servi	40701567	12/01/2025	ACCT# 012-3131936-000	432-7-761-251-000	114.43
Vendor GreatAmerica Financial Services Total:					114.43
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	25010-26-5	12/04/2025	DWI DISTRIBUTION/ FY 25-2	401-6-672-428-000	296.33
HAGERMAN MUNICIPAL SCH	FY26-SHAG-TNT	12/04/2025	DWI DISTRIBUTION/ FY 25-2	432-7-761-267-000	903.67
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,200.00
Vendor: HICKS AUTOMOTIVE, LLC					
HICKS AUTOMOTIVE, LLC	9639	12/01/2025	Transfer Case Assembly Unit	411-8-814-221-000	5,755.75
Vendor HICKS AUTOMOTIVE, LLC Total:					5,755.75
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	81044	12/01/2025	FY 26 IHC Software- August 2	427-6-638-260-000	1,363.38
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,363.38
Vendor: KS STATE BANK					
KS STATE BANK	63214-1-2026	12/03/2025	ACCT# 3363214	635-6-682-375-000	5,369.65
Vendor KS STATE BANK Total:					5,369.65
Vendor: LA CASA DE BUENA SALUD INC					
LA CASA DE BUENA SALUD I	25011-26-5	12/01/2025	GRANT TREATMENT/ FY 25-2	401-6-672-428-000	110.44
LA CASA DE BUENA SALUD I	FY26-SLABH	12/02/2025	GRANT TREATMENT FY 25-26	432-7-762-267-000	2,389.56
Vendor LA CASA DE BUENA SALUD INC Total:					2,500.00
Vendor: LAS CRUCES HB MEDICAL SERVICES LLC					
LAS CRUCES HB MEDICAL SE	CC028338	12/02/2025	ACCT# 4435077V1928	401-7-752-267-000	43.54
Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:					43.54
Vendor: LEA COUNTY					
LEA COUNTY	J11-2025	12/01/2025	JUVIE INMATE HOUSING	401-6-645-268-000	38,100.00
Vendor LEA COUNTY Total:					38,100.00
Vendor: MIXER CENTER ROSWELL LLC					
MIXER CENTER ROSWELL LLC	19375	12/01/2025	Hydraulic Hose Unit 223	452-8-832-230-000	238.13
Vendor MIXER CENTER ROSWELL LLC Total:					238.13
Vendor: MUNICIPAL EMERGENCY SERVICES					
MUNICIPAL EMERGENCY SE	IN2392219	12/02/2025	Engine 101 Coolant leak and	411-8-814-221-000	3,482.22
Vendor MUNICIPAL EMERGENCY SERVICES Total:					3,482.22
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC028324	12/01/2025	ACCT# 076281612-0786941-	401-6-693-341-000	40.69
NEW MEXICO GAS COMPAN	CC028325	12/01/2025	ACCT# 115435453-1390459-	452-8-832-341-000	56.30
NEW MEXICO GAS COMPAN	CC028326	12/01/2025	ACCT# 076846512-1202378-	411-8-814-341-000	47.32
NEW MEXICO GAS COMPAN	CC028327	12/01/2025	ACCT# 075706312-1236482-	414-8-819-341-000	33.36
Vendor NEW MEXICO GAS COMPANY INC Total:					177.67
Vendor: NM FIRE SAFETY AND WELDING COMPANY					
NM FIRE SAFETY AND WELDI	5566-1	12/01/2025	Annual Services on Compres	410-8-816-267-000	1,554.66
Vendor NM FIRE SAFETY AND WELDING COMPANY Total:					1,554.66
Vendor: NM HEALTH CARE AUTHORITY					
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS ADJ	401-2-200-005-000	7.06
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	401-2-200-005-000	1,964.75

Expense Approval Register

Packet: APPKT03730 - CHECK RUN 12/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	402-2-200-005-000	429.02
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	402-2-200-005-000	7.06
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	427-2-200-005-000	51.72
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	432-2-200-005-000	24.08
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	435-2-200-005-000	21.18
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	437-2-200-005-000	14.12
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	452-2-200-005-000	361.59
NM HEALTH CARE AUTHORIT	CC028328	12/03/2025	LIFE & LOD PREMIUMS	628-2-200-005-000	7.06
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS ADJ	401-2-200-007-000	780.80
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS ADJ	401-2-200-007-000	1,464.00
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	401-2-200-007-000	202,080.72
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS ADJ	402-2-200-007-000	156.00
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	402-2-200-007-000	53,046.08
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	427-2-200-007-000	3,084.14
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	432-2-200-007-000	2,810.96
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	435-2-200-007-000	2,537.60
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	437-2-200-007-000	2,537.60
NM HEALTH CARE AUTHORIT	CC028329	12/03/2025	MED PRESBYT & BCBS	452-2-200-007-000	14,718.02
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN ADJ	401-2-200-005-000	1.65
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN ADJ	401-2-200-005-000	11.96
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN ADJ	401-2-200-005-000	1.65
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	401-2-200-005-000	1,310.76
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	402-2-200-005-000	341.49
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	427-2-200-005-000	27.22
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	432-2-200-005-000	17.26
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	435-2-200-005-000	16.91
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	437-2-200-005-000	15.26
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	452-2-200-005-000	108.88
NM HEALTH CARE AUTHORIT	CC028330	12/03/2025	DISABILITY & ADMIN	628-2-200-005-000	13.61
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	401-2-200-021-000	1,511.95
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS ADJ	401-2-200-021-000	8.61
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	402-2-200-021-000	356.70
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	427-2-200-021-000	24.72
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	432-2-200-021-000	28.68
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	435-2-200-021-000	20.90
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	437-2-200-021-000	12.30
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	452-2-200-021-000	97.82
NM HEALTH CARE AUTHORIT	CC028331	12/03/2025	VISION PREMIUMS	628-2-200-021-000	6.56
NM HEALTH CARE AUTHORIT	CC028332	12/03/2025	DELTA DENTAL PREMIUMS	401-2-200-201-000	2,428.12
NM HEALTH CARE AUTHORIT	CC028332	12/03/2025	DELTA DENTAL PREMIUMS A	401-2-200-201-000	52.74
NM HEALTH CARE AUTHORIT	CC028332	12/03/2025	DELTA DENTAL PREMIUMS	402-2-200-201-000	573.58
NM HEALTH CARE AUTHORIT	CC028332	12/03/2025	DELTA DENTAL PREMIUMS	427-2-200-201-000	105.56
NM HEALTH CARE AUTHORIT	CC028332	12/03/2025	DELTA DENTAL PREMIUMS	452-2-200-201-000	70.36
Vendor NM HEALTH CARE AUTHORITY Total:					293,268.81
Vendor: NMCIA					
NMCIA	LE-00239	12/01/2025	CLAIM # 013924-1	401-6-642-319-000	23,127.26
NMCIA	ML-00737	12/01/2025	CLAIM # 015404-2	401-7-752-319-000	1,605.11
NMCIA	ML-00766	12/01/2025	CLAIM # 014376-1	401-6-691-319-000	10,000.00
Vendor NMCIA Total:					34,732.37
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	25003-26-5	12/01/2025	FY26 Serenity Counseling	401-6-672-428-000	306.23
PATRICIA JOHNSON	FY26-S5C	12/02/2025	FY26 Serenity Counseling	432-7-762-267-000	3,860.43
Vendor PATRICIA JOHNSON Total:					4,166.66
Vendor: PENNZ ELECTRIC COMPANY, LLC					
PENNZ ELECTRIC COMPANY,	4719	12/01/2025	Replace outside lighting at St	411-8-814-257-000	2,853.75
Vendor PENNZ ELECTRIC COMPANY, LLC Total:					2,853.75
Vendor: REDDEN PLUMBING & MECHANICAL					
REDDEN PLUMBING & MECH	14084	12/01/2025	CCES water heater repair	401-6-699-257-000	349.02
REDDEN PLUMBING & MECH	14085	12/01/2025	Building Plumbing & Winterl	408-8-812-249-000	1,158.89

Expense Approval Register

Packet: APPKT03730 - CHECK RUN 12/5/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REDDEN PLUMBING & MECH	14099	12/01/2025	MUA repair CCCH at Courtro	401-6-692-257-000	197.82
Vendor REDDEN PLUMBING & MECHANICAL Total:					1,705.73
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC028335	12/01/2025	ACCT# 014-16002847	427-6-639-270-000	32.38
Vendor REGIONAL IMAGING ENM, LLC Total:					32.38
Vendor: ROOSEVELT COUNTY					
ROOSEVELT COUNTY	112	12/01/2025	care & housing of Chaves co.	650-6-684-268-000	10,500.00
Vendor ROOSEVELT COUNTY Total:					10,500.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC028340	12/01/2025	ACCT# 1953840V1610	427-6-639-270-000	10.33
Vendor ROSWELL CLINIC CORP Total:					10.33
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00308846	12/01/2025	Legal Ad # 00308846	401-6-624-252-000	83.16
ROSWELL DAILY RECORD	00308971	12/01/2025	LEGAL AD # 00308971	432-7-761-252-000	33.39
Vendor ROSWELL DAILY RECORD Total:					116.55
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC028334	12/02/2025	ACCT# 5000086822	427-6-639-270-000	235.92
ROSWELL HOSPITAL CORPOR	CC028336	12/02/2025	ACCT# 5000091274	427-6-639-270-000	289.35
ROSWELL HOSPITAL CORPOR	CC028337	12/02/2025	ACCT# 5000074532	427-6-639-270-000	117.96
Vendor ROSWELL HOSPITAL CORPORATION Total:					643.23
Vendor: SOUTHWESTERN WIRELESS					
SOUTHWESTERN WIRELESS	1978-20251105-1	12/01/2025	RADIOS FOR ROAD/ ACCT# 1	402-6-653-231-000	4,794.78
Vendor SOUTHWESTERN WIRELESS Total:					4,794.78
Vendor: SYN-TECH SYSTEMS INC.					
SYN-TECH SYSTEMS INC.	325425	12/01/2025	FUELMaster FUEL CARDS	402-6-653-230-000	2,000.00
Vendor SYN-TECH SYSTEMS INC. Total:					2,000.00
Vendor: U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	CC028333	12/02/2025	ASSESSORS BRM RENEWAL	401-7-731-339-000	310.00
Vendor U.S. POSTAL SERVICE Total:					310.00
Vendor: VERIZON COMMUNICATIONS INC.					
VERIZON COMMUNICATIONS	368000077085	12/01/2025	ACCT# 100000184908	401-6-619-267-000	2,395.98
Vendor VERIZON COMMUNICATIONS INC. Total:					2,395.98
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	40701569	12/01/2025	ACCOUNT # 021-1965747-00	401-6-624-251-000	255.04
Vendor VISUAL EDGE IT, INC Total:					255.04
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	4350921V830	12/01/2025	ACCT# 5830-688853	452-8-832-267-000	245.33
Vendor WASTE CONNECTIONS OF N.M. Total:					245.33
Vendor: ZECO, LLC.					
ZECO, LLC.	INV0493827	12/01/2025	30 gallon drum of 850	401-6-691-230-000	1,488.20
Vendor ZECO, LLC. Total:					1,488.20
Grand Total:					468,206.96

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	298,657.14
402 - ROAD FUND	82,216.77
408 - EAST GRAND PLAINS VOLFIRE	1,186.89
410 - MIDWAY VOLUNTEER FIRE FND	1,867.30
411 - BERRENDO VOLUNTEER FIRE	12,304.25
413 - RIO FELIX VOLUNTEER FIRE	957.14
414 - CC FIRE DIST #8 VOL FIRE	157.00
427 - INDIGENT HOSPITAL CLAIMS	5,364.10
432 - DWI GRANT FUNDS	14,468.87
435 - CORRECTION GRANTS	2,596.59
437 - ENVIRONMENTAL TAX	2,801.13
452 - FLOOD CONTROL	15,896.43
628 - PROPERTY VALUATION	27.23
635 - EMERGENCY/CAPITAL OUTLAY	19,206.12
650 - DETENTION INMATE EXPENSES	10,500.00
Grand Total:	468,206.96

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	3,297.83
401-2-200-007-000	MEDICAL INSURANCE PA	204,325.52
401-2-200-021-000	VISION CARE PAYABLE	1,520.56
401-2-200-201-000	Delta Dental	2,480.86
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-267-000	CONTRACTUAL SERVICES	2,395.98
401-6-624-251-000	RENTALS	255.04
401-6-624-252-000	PRINTING/PUBLISHING	83.16
401-6-631-230-000	SUPPLIES/TOOLS	495.54
401-6-642-319-000	OTHER INSURANCE	23,127.26
401-6-645-268-000	CARE OF PRISONER SER	38,100.00
401-6-672-428-000	ECONOMIC GRANTS TO	2,118.35
401-6-691-230-000	SUPPLIES/TOOLS	1,488.20
401-6-691-243-000	HIGHWAY LIGHTS	755.09
401-6-691-319-000	OTHER INSURANCE	10,000.00
401-6-691-341-000	UTILITIES	41.54
401-6-692-257-000	FACILITY MAINTENANCE	197.82
401-6-693-341-000	UTILITIES	40.69
401-6-699-257-000	FACILITY MAINTENANCE	349.02
401-7-731-339-000	POSTAGE/FREIGHT	310.00
401-7-751-256-000	BUILDING IMPROVEME	4,126.03
401-7-752-267-000	CONTRACTUAL SERVICES	43.54
401-7-752-319-000	OTHER INSURANCE	1,605.11
402-2-200-005-000	GROUP INSURANCE PAY	777.57
402-2-200-007-000	MEDICAL INSURANCE PA	53,202.08
402-2-200-021-000	VISION CARE PAYABLE	356.70
402-2-200-201-000	DELTA DENTAL	573.58
402-6-651-341-000	UTILITIES	61.21
402-6-653-223-000	VEHICLE FUELS	20,205.85
402-6-653-230-000	SUPPLIES/TOOLS	2,245.00
402-6-653-231-000	NON-EXPENDABLE SUPP	4,794.78
408-8-812-249-000	EQUIPMENT MAINT/REP	1,158.89
408-8-812-341-000	UTILITIES	28.00
410-8-816-267-000	CONTRACTUAL SERVICES	1,554.66
410-8-816-341-000	UTILITIES	312.64
411-8-814-221-000	VEH/HVY EQUIP. REPAIR	9,237.97
411-8-814-257-000	FACILITY MAINTENANCE	2,853.75
411-8-814-341-000	UTILITIES	212.53
413-8-818-233-000	AIR PACKS & BUNKER GE	957.14
414-8-819-341-000	UTILITIES	157.00

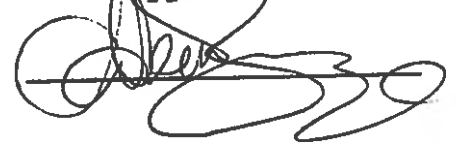
Account Summary

Account Number	Account Name	Expense Amount
427-2-200-005-000	GROUP INSURANCE PAY	78.94
427-2-200-007-000	MEDICAL INSURANCE PA	3,084.14
427-2-200-021-000	VISION CARE PAYABLE	24.72
427-2-200-201-000	VOUCHERS PAYABLE	105.56
427-6-638-260-000	PROFESSIONAL SERVICE	1,363.38
427-6-639-270-000	PAYMENT OF HOSPITAL	707.36
432-2-200-005-000	GROUP INSURANCE PAY	41.34
432-2-200-007-000	MEDICAL INS. PAYABLE	2,810.96
432-2-200-021-000	VISION CARE PAYABLE	28.68
432-7-761-251-000	RENTALS	114.43
432-7-761-252-000	PRINTING/PUBLISHING	33.39
432-7-761-267-000	CONTRACTUAL SERVICES	5,190.08
432-7-762-267-000	CONTRACTUAL SERVICES	6,249.99
435-2-200-005-000	GROUP INSURANCE PAY	38.09
435-2-200-007-000	MEDICAL INSURANCE PA	2,537.60
435-2-200-021-000	VISION CARE PAYABLE	20.90
437-2-200-005-000	GROUP INSURANCE PAY	29.38
437-2-200-007-000	MEDICAL INSURANCE PA	2,537.60
437-2-200-021-000	VISION CARE PAYABLE	12.30
437-6-659-341-000	UTILITIES	221.85
452-2-200-005-000	GROUP INSURANCE PAY	470.47
452-2-200-007-000	MEDICAL INSURANCE PA	14,718.02
452-2-200-021-000	VISION CARE PAYABLE	97.82
452-2-200-201-000	VOUCHERS PAYABLE	70.36
452-8-832-230-000	SUPPLIES/TOOLS	238.13
452-8-832-267-000	CONTRACTUAL SERVICES	245.33
452-8-832-341-000	UTILITIES	56.30
628-2-200-005-000	GROUP INSURANCE PAY	20.67
628-2-200-021-000	VISION CARE PAYABLE	6.56
635-6-682-370-000	EQUIPMENT	12,191.11
635-6-682-375-000	LEASE PURCHASES	5,369.65
635-6-682-381-100	CONSTRUCTION PROJEC	1,645.36
650-6-684-268-000	HOUSING OF PRISONERS	10,500.00
	Grand Total:	468,206.96

Project Account Summary

Project Account Key	Expense Amount
None	468,206.96
Grand Total:	468,206.96

Approved By:





Chaves County, NM

Expense Approval Register

Packet: APPKT03733 - CHECK RUN 12/8/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 402 - ROAD FUND					
DANIEL LOPEZ	CC023345	12/08/2025	DANIEL LOPEZ DISABILITY FO	402-6-652-102-000	285.7
				Fund 402 - ROAD FUND Total:	285.7
				Grand Total:	285.7

Approved By:

Fund Summary

Fund	Expense Amount
402 - ROAD FUND	285.71
Grand Total:	285.71

Account Summary

Account Number	Account Name	Expense Amount
402-6-652-102-000	REGULAR SALARIES	285.71
Grand Total:		285.71

Project Account Summary

Project Account Key	Expense Amount
None	285.71
Grand Total:	285.71



Chaves County, NM

Expense Approval Register

Packet: APPKT03741 - CHECK RUN 12/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	N25013-26-6	12/01/2025	ASPEN CLASS	650-6-684-260-000	1,250.00
Vendor ASPEN OF NEW MEXICO Total:					1,250.00
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	009635	12/01/2025	Capitan Tower rental for Dec	401-7-751-251-000	637.60
Vendor B DIAMOND INFRA LLC Total:					637.60
Vendor: BELL GAS INC.					
BELL GAS INC.	45446	12/03/2025	ACCT # 11020	452-8-832-223-000	3,265.07
Vendor BELL GAS INC. Total:					3,265.07
Vendor: BELL GAS INC					
BELL GAS INC	324171	12/09/2025	Ice for FLOOD Crew	452-8-832-230-000	59.40
Vendor BELL GAS INC Total:					59.40
Vendor: BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES					
BOYS & GIRLS CLUBS OF CHA	2025-1203	12/03/2025	FY26 Annual Allocation for B	401-6-672-440-000	1,250.00
Vendor BOYS & GIRLS CLUBS OF CHAVES AND LINCOLN COUNTIES Total:					1,250.00
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	37825570	12/02/2025	ACCT# 2476550	452-8-832-375-000	13,006.59
Vendor CATERPILLAR FINANCIAL SERVICES Total:					13,006.59
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY26-5AEP	12/10/2025	CASA- Alternative Education	631-8-885-260-000	3,000.00
CHAVES COUNTY CASA	FY26-5GS	12/10/2025	GENDER SPECIFIC / FY 25-26	631-8-885-260-000	1,600.00
CHAVES COUNTY CASA	FY26-5YA	12/10/2025	CASA- Youth Advocacy Progr	631-8-885-260-000	4,525.00
Vendor CHAVES COUNTY CASA Total:					9,125.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC028351	12/02/2025	Solide Waste Disposal/ACCT	635-6-682-247-000	1,919.85
Vendor CITY OF ROSWELL Total:					1,919.85
Vendor: CUSTOM CONSTRUCTION II, LLC					
CUSTOM CONSTRUCTION II,	14552	12/03/2025	Nuisance Abatement-SEWAR	635-6-682-247-000	14,250.91
CUSTOM CONSTRUCTION II,	14553	12/03/2025	Nuisance Abatement-SEWAR	635-6-682-247-000	7,194.53
CUSTOM CONSTRUCTION II,	14554	12/03/2025	Nuisance Abatement-SEWAR	635-6-682-247-000	13,001.17
CUSTOM CONSTRUCTION II,	14555	12/03/2025	Nuisance Abatement- SEWA	635-6-682-247-000	1,275.25
CUSTOM CONSTRUCTION II,	14556	12/03/2025	Nuisance Abatement-SEWAR	635-6-682-247-000	15,955.50
Vendor CUSTOM CONSTRUCTION II, LLC Total:					51,677.36
Vendor: DANIEL PAINT & PAPER					
DANIEL PAINT & PAPER	830281	12/08/2025	Sheriff's Breakroom Repairs	401-6-691-257-000	1,683.08
Vendor DANIEL PAINT & PAPER Total:					1,683.08
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	25008-26-5	12/08/2025	FY26 Dexter TNT	401-6-672-428-000	296.33
DEXTER CONSOLIDATED SCH	FY26-4DEX-TNT	12/08/2025	TEENS NEEDING TEENS/ FY 2	432-7-761-267-000	903.67
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,200.00
Vendor: EASTERN NM STATE FAIR					
EASTERN NM STATE FAIR	CC028352	12/03/2025	HALL RENTAL FOR SERTPO M	402-6-651-251-000	500.00
Vendor EASTERN NM STATE FAIR Total:					500.00
Vendor: FABER & BRAND LLC					
FABER & BRAND LLC	INV0013553	12/11/2025	GARNISHMENT	402-2-200-011-000	301.54
Vendor FABER & BRAND LLC Total:					301.54
Vendor: FLEETPRIDE, INC.					
FLEETPRIDE, INC.	130651812	12/02/2025	PARTS /EQUIPMENT	402-6-653-221-000	215.15
Vendor FLEETPRIDE, INC. Total:					215.15

Expense Approval Register

Packet: APPKT03741 - CHECK RUN 12/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1087148	12/01/2025	Oil Change for Unit #1013 CC	401-7-752-221-000	198.45
FORREST TIRE OF ROSWELL,	1087150	12/01/2025	Alignment for unit #1021 CC	401-7-752-221-000	94.45
FORREST TIRE OF ROSWELL,	1087297	12/01/2025	Service to unit #1026 CCSO	401-7-752-221-000	482.40
FORREST TIRE OF ROSWELL,	1087440	12/04/2025	Service to unit #1002 CCSO	401-7-752-221-000	398.40
FORREST TIRE OF ROSWELL,	1087477	12/04/2025	Oil Change to Unit #1032 CC	401-7-752-221-000	92.50
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					1,266.20
Vendor: GreatAmerica Financial Services					
GreatAmerica Financial Servi	40701566	12/01/2025	ACCT# 012-3131526-000	452-8-832-251-000	207.87
GreatAmerica Financial Servi	40701568	12/01/2025	ACCT# 025-3132068-000	650-6-684-251-000	178.46
Vendor GreatAmerica Financial Services Total:					386.33
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	13281	12/04/2025	PERMIT # 6896	427-6-639-296-000	1,000.00
HERITAGE MEMORIAL ALLIA	13330	12/08/2025	PERMIT 6933	427-6-639-296-000	1,000.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					2,000.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	59234-12-2025	12/04/2025	ACCT# 3359234	402-6-653-251-000	2,670.85
Vendor KANSAS STATE BANK OF MANHATTAN Total:					2,670.85
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	25012-26-5	12/05/2025	FY26 Lake Arthur /TNT	401-6-672-428-000	296.33
LAKE ARTHUR MUNICIPAL SC	FY26-2LA-TNT	12/05/2025	FY26 Lake Arthur/TNT	432-7-761-267-000	903.67
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,200.00
Vendor: LIBERTY VOTE USA INC.					
LIBERTY VOTE USA INC.	LV161787	12/04/2025	Tabulator Seals	401-7-722-230-000	46.87
Vendor LIBERTY VOTE USA INC. Total:					46.87
Vendor: MIXER CENTER ROSWELL LLC					
MIXER CENTER ROSWELL LLC	19497	12/02/2025	PARTS	402-6-653-221-000	24.93
Vendor MIXER CENTER ROSWELL LLC Total:					24.93
Vendor: MOUSER ELECTRONICS, INC					
MOUSER ELECTRONICS, INC	87739707	12/05/2025	PARTS	402-6-653-221-000	198.99
Vendor MOUSER ELECTRONICS, INC Total:					198.99
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC028346	12/01/2025	ACCT# 076424512-0788370-	401-6-619-340-000	2,257.49
NEW MEXICO GAS COMPAN	CC028353	12/05/2025	ACCT# 077937001-0803495-	411-8-814-341-000	71.27
NEW MEXICO GAS COMPAN	CC028354	12/05/2025	ACCT# 076846512-070=9259	411-8-814-341-000	147.65
Vendor NEW MEXICO GAS COMPANY INC Total:					2,476.41
Vendor: NEW MEXICO YOUTH CHALLENGE ACADEMY FOUNDATION					
NEW MEXICO YOUTH CHALL	CC028350	12/07/2025	KCCB COURTHOUS LITTER CL	631-8-872-260-000	400.00
Vendor NEW MEXICO YOUTH CHALLENGE ACADEMY FOUNDATION Total:					400.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0013538	12/05/2025	NM RETIREE HEALTH CARE P	402-2-200-020-000	50.19
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	401-2-200-020-000	8,688.50
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	402-2-200-020-000	2,228.53
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	427-2-200-020-000	129.93
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	432-2-200-020-000	117.32
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	435-2-200-020-000	189.38
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	437-2-200-020-000	92.76
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	452-2-200-020-000	658.54
NM RETIREE HEALTH CARE A	INV0013551	12/11/2025	NM RETIREE HEALTH CARE P	628-2-200-020-000	78.01
NM RETIREE HEALTH CARE A	INV0013552	12/11/2025	NM Retiree HealthCare Law	401-2-200-020-000	3,071.59
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					15,304.75
Vendor: PRECISION AIR OF ROSWELL					
PRECISION AIR OF ROSWELL	7360	12/09/2025	Repair of Unit 5 CCDC	401-6-696-257-000	1,434.59
Vendor PRECISION AIR OF ROSWELL Total:					1,434.59
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00309047	12/01/2025	LEGAL AD # 00309047	401-6-632-252-000	34.86

Expense Approval Register

Packet: APPKT03741 - CHECK RUN 12/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ROSWELL DAILY RECORD	308851	12/01/2025	LEGAL AD # 308851	401-7-741-252-000	730.83
Vendor ROSWELL DAILY RECORD Total:					765.69
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	25005-26-5	12/05/2025	FY26 WINGS for Life	401-6-672-428-000	493.88
ROSWELL W.F.L.	FY26-5ESP	12/10/2025	WINGS for Life- Elementary S	631-8-885-260-000	6,600.00
ROSWELL W.F.L.	FY26-5WINGS	12/08/2025	FY26 WINGS for Life	432-7-761-267-000	1,506.11
ROSWELL W.F.L.	FY26-SWT	12/10/2025	WINGS for Life- Middle After	631-8-885-260-000	3,400.00
Vendor ROSWELL W.F.L. Total:					11,999.99
Vendor: SOUTHWEST PRINTERS					
SOUTHWEST PRINTERS	2511225	12/01/2025	Career Fair Flyers for recruit	401-7-751-252-000	69.25
Vendor SOUTHWEST PRINTERS Total:					69.25
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2025-024	12/07/2025	LEGAL SERVICES	401-6-611-260-000	10,090.31
Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:					10,090.31
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	101239	12/08/2025	JANITORIAL SUPPLIES	650-6-684-230-000	170.66
Vendor STARR JANITORIAL INC. Total:					170.66
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0013535	12/05/2025	000296238	402-2-200-018-000	203.08
STATE OF NEW MEXICO	INV0013536	12/05/2025	000300036	402-2-200-018-000	136.15
STATE OF NEW MEXICO	INV0013544	12/11/2025	000454540	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0013546	12/11/2025	000480470	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0013547	12/11/2025	000505194	401-2-200-018-000	381.69
STATE OF NEW MEXICO	INV0013548	12/11/2025	000467276	401-2-200-018-000	202.15
Vendor STATE OF NEW MEXICO Total:					1,216.45
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0013545	12/11/2025	0013625446	401-2-200-018-000	269.54
Vendor TEXAS CHILD SUPPORT SDU Total:					269.54
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	67229	12/01/2025	PARTS FOR UNIT 135	402-6-653-221-000	323.40
Vendor THE FORD HOUSE, LLC Total:					323.40
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	25002-26-5	12/05/2025	FY26 PREVENTION PROGRA	401-6-672-428-000	493.88
THE ROSWELL REFUGE	FY26-5RR	12/05/2025	FY26 SECONDARY PREVENTI	432-7-761-267-000	1,506.11
Vendor THE ROSWELL REFUGE Total:					1,999.99
Vendor: TOM'S TOWING SERVICE					
TOM'S TOWING SERVICE	16438	12/04/2025	Towing of unit #1021 to CCR	401-7-751-260-000	189.47
Vendor TOM'S TOWING SERVICE Total:					189.47
Vendor: TOWN OF EDGEWOOD					
TOWN OF EDGEWOOD	112	12/01/2025	FIC Shot gun course for J. Par	430-7-753-224-000	300.00
Vendor TOWN OF EDGEWOOD Total:					300.00
Vendor: U.S. POSTAL SERVICE					
U.S. POSTAL SERVICE	CC028333-1	12/09/2025	ASSESSORS BRM RENEWAL	401-7-731-339-000	370.00
Vendor U.S. POSTAL SERVICE Total:					370.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	40701570	12/01/2025	ACCT# 021-1965751-000	402-6-651-251-000	248.10
VISUAL EDGE IT, INC	40730521	12/04/2025	ACCT# 020-1902961-000	408-8-812-251-000	147.61
VISUAL EDGE IT, INC	40755956	12/08/2025	ACCT# 020-1889587-000	401-7-751-375-000	789.09
VISUAL EDGE IT, INC	40755957	12/08/2025	ACCT# 012-1663050-000	650-6-684-251-000	430.59
Vendor VISUAL EDGE IT, INC Total:					1,615.39
Vendor: WAIDE CONSTRUCTION INC.					
WAIDE CONSTRUCTION INC.	CC028348	12/08/2025	PVRCC Renovation Construc	635-6-682-381-100	375,852.65
WAIDE CONSTRUCTION INC.	CC028349	12/08/2025	Appr# 16-Z19D154 - Change	631-8-884-260-001	28,597.77
WAIDE CONSTRUCTION INC.	CC028349	12/08/2025	Appr# 16-Z19D154 - PVRCC	631-8-884-260-001	51,402.23
Vendor WAIDE CONSTRUCTION INC. Total:					455,852.65

Expense Approval Register

Packet: APPKT03741 - CHECK RUN 12/12/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WEX BANK					
WEX BANK	CC028347	12/01/2025	ACCT# 0496-00-237636-6	401-7-752-223-000	1,604.82
				Vendor WEX BANK Total:	1,604.82
Vendor: ZECO, LLC.					
ZECO, LLC.	INV0497026	12/05/2025	PARTS/ EQUIP	401-6-692-230-000	251.79
				Vendor ZECO, LLC. Total:	251.79
				Grand Total:	600,589.96

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	37,193.52
402 - ROAD FUND	7,100.91
408 - EAST GRAND PLAINS VOLFIRE	147.61
411 - BERRENDO VOLUNTEER FIRE	218.92
427 - INDIGENT HOSPITAL CLAIMS	2,129.93
430 - LAW ENFORCEMENT GRANT	300.00
432 - DWI GRANT FUNDS	4,936.88
435 - CORRECTION GRANTS	189.38
437 - ENVIRONMENTAL TAX	92.76
452 - FLOOD CONTROL	17,197.47
628 - PROPERTY VALUATION	78.01
631 - OTHER GRANTS & CONTRACTS	99,525.00
635 - EMERGENCY/CAPITAL OUTLAY	429,449.86
650 - DETENTION INMATE EXPENSES	2,029.71
Grand Total:	600,589.96

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-018-000	CHILD ENFORCEMENT P	1,146.76
401-2-200-020-000	RETIREE H/C PAYABLE	11,760.09
401-6-611-260-000	PROFESSIONAL SERVICE	10,090.31
401-6-619-340-000	TELEPHONE	2,257.49
401-6-632-252-000	PRINTING/PUBLISHING	34.86
401-6-672-428-000	ECONOMIC GRANTS TO	1,580.42
401-6-672-440-000	BOYS & GIRLS CLUB OF R	1,250.00
401-6-691-257-000	FACILITY MAINT/REPAIR	1,683.08
401-6-692-230-000	SUPPLIES	251.79
401-6-696-257-000	FACILITY MAINT/REPAIR	1,434.59
401-7-722-230-000	SUPPLIES/TOOLS	46.87
401-7-731-339-000	POSTAGE/FREIGHT	370.00
401-7-741-252-000	PRINTING/PUBLISHING	730.83
401-7-751-251-000	RENTALS	637.60
401-7-751-252-000	PRINTING/PUBLISHING	69.25
401-7-751-260-000	PROFESSIONAL SERVICE	189.47
401-7-751-375-000	LEASE PURCHASE	789.09
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	1,266.20
401-7-752-223-000	VEHICLE FUELS	1,604.82
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-018-000	CHILD ENFORCEMENT P	339.23
402-2-200-020-000	RETIREE H/C PAYABLE	2,278.72
402-6-651-251-000	RENTALS	748.10
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	762.47
402-6-653-251-000	RENTALS	2,670.85
408-8-812-251-000	RENTALS	147.61
411-8-814-341-000	UTILITIES	218.92
427-2-200-020-000	RETIREE H/C PAYABLE	129.93
427-6-639-296-000	INDIGENT BURIAL	2,000.00
430-7-753-224-000	EMPLOYEE TRAINING	300.00
432-2-200-020-000	RETIREE H/C PAYABLE	117.32
432-7-761-267-000	CONTRACTUAL SERVICES	4,819.56
435-2-200-020-000	RETIREE H/C PAYABLE	189.38
437-2-200-020-000	RETIREE H/C PAYABLE	92.76
452-2-200-020-000	RETIREE H/C PAYABLE	658.54
452-8-832-223-000	VEHICLE FUELS	3,265.07
452-8-832-230-000	SUPPLIES/TOOLS	59.40
452-8-832-251-000	RENTALS	207.87
452-8-832-375-000	LEASE PURCHASE	13,006.59
628-2-200-020-000	RETIREE H/C PAYABLE	78.01
631-8-872-260-000	PROFESSIONAL SERVICE	400.00

Account Summary

Account Number	Account Name	Expense Amount
631-8-884-260-001	PROFESSIONAL SERVICE	80,000.00
631-8-885-260-000	PROFESSIONAL SERVICE	19,125.00
635-6-682-247-000	CONSTRUCTION PROJEC	53,597.21
635-6-682-381-100	CONSTRUCTION PROJEC	375,852.65
650-6-684-230-000	SUPPLIES/TOOLS	170.66
650-6-684-251-000	RENTALS	609.05
650-6-684-260-000	PROFESSIONAL SERVICE	1,250.00
Grand Total:		600,589.96

Project Account Summary

Project Account Key	Expense Amount
None	600,589.96
Grand Total:	600,589.96

Approved By:




Chaves County, NM

Expense Approval Register

Packet: APPKT03744 - CHECK RUN 12/19/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 4 RIVERS HOLDINGS, LLC					
4 RIVERS HOLDINGS, LLC	1872459	12/11/2025	ENGINE REPAIR FOR BLADE #	402-6-653-221-000	17,438.77
Vendor 4 RIVERS HOLDINGS, LLC Total:					17,438.77
Vendor: BELL GAS INC.					
BELL GAS INC.	45573	12/15/2025	ACCT# 10693	402-6-653-223-000	18,030.27
Vendor BELL GAS INC. Total:					18,030.27
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	239	12/16/2025	Care & Housing of Chaves Co	650-6-684-268-000	2,173.27
Vendor BERNALILLO COUNTY Total:					2,173.27
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC028373	12/02/2025	ACCT # 44	437-6-659-242-000	14,410.98
Vendor CITY OF ROSWELL Total:					14,410.98
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	3107321	12/07/2025	ACCT# 030-0074601-000	402-6-653-251-000	3,716.17
Vendor DEERE CREDIT, INC Total:					3,716.17
Vendor: ELIOR INC					
ELIOR INC	INV2000260690	12/09/2025	CUST# C1921000	650-6-684-264-000	50,547.99
Vendor ELIOR INC Total:					50,547.99
Vendor: GreatAmerica Financial Services					
GreatAmerica Financial Servi	40755954	12/08/2025	ACCT# 40755954	620-7-725-375-000	271.96
GreatAmerica Financial Servi	40796377	12/12/2025	ACCT# 012-3122754-000	401-7-741-230-000	110.05
GreatAmerica Financial Servi	40796377	12/12/2025	ACCT# 012-3122754-000	401-7-741-375-000	84.14
Vendor GreatAmerica Financial Services Total:					466.15
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	13384	12/12/2025	PERMIT # 6941	427-6-639-296-000	1,000.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					1,000.00
Vendor: KIM CHESSER					
KIM CHESSER	CC028374	12/16/2025	COALITION OF AZ/NM COUN	401-6-611-225-000	321.64
KIM CHESSER	CC028374	12/16/2025	COALITION OF AZ/NM COUN	401-6-611-226-000	269.34
Vendor KIM CHESSER Total:					590.98
Vendor: LAWSON PRODUCTS INC					
LAWSON PRODUCTS INC	9313053491	12/09/2025	PARTS FOR EQUIPMENT	402-6-653-221-000	179.92
Vendor LAWSON PRODUCTS INC Total:					179.92
Vendor: MANGO WORKS, LLC					
MANGO WORKS, LLC	4086	12/03/2025	Windshield for unit #1028 C	401-7-752-221-000	299.95
Vendor MANGO WORKS, LLC Total:					299.95
Vendor: MERIDIAN PACIFIC SALES, INC.					
MERIDIAN PACIFIC SALES, IN	18030	12/10/2025	POST DRIVER FOR SIGN SHO	402-6-653-292-000	2,676.52
Vendor MERIDIAN PACIFIC SALES, INC. Total:					2,676.52
Vendor: MICHAEL PERRY					
MICHAEL PERRY	CC028355	12/15/2025	2025 JOINT STOCKMANS CO	401-6-611-225-000	508.47
MICHAEL PERRY	CC028355	12/15/2025	2025 JOINT STOCKMANS CO	401-6-611-226-000	269.34
Vendor MICHAEL PERRY Total:					777.81
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	C028361	12/11/2025	ACCT# 077726812-0801393-	412-8-815-341-000	103.61
NEW MEXICO GAS COMPAN	CC028356	12/10/2025	ACCT# 077991703-1384720-	401-6-691-341-000	115.67
NEW MEXICO GAS COMPAN	CC028357	12/10/2025	ACCT# 115435453-0797988-	401-6-699-341-000	73.56
NEW MEXICO GAS COMPAN	CC028358	12/08/2025	ACCT# 077058012-0794705-	410-8-816-341-000	229.54
NEW MEXICO GAS COMPAN	CC028359	12/08/2025	ACCT# 077227312-1237385-	408-8-812-341-000	132.18
NEW MEXICO GAS COMPAN	CC028359	12/08/2025	ACCT# 077227312-0796398-	408-8-812-341-000	225.56

Expense Approval Register

Packet: APPKT03744 - CHECK RUN 12/19/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC028360	12/11/2025	ROAD DEPT	402-6-651-341-000	613.36
NEW MEXICO GAS COMPAN	CC028362	12/10/2025	ACCT# 077991703-0797982-	401-6-691-341-000	120.61
NEW MEXICO GAS COMPAN	CC028362	12/10/2025	ACCT# 077991703-0797983-	401-6-691-341-000	44.01
NEW MEXICO GAS COMPAN	CC028363	12/10/2025	ACCT# 077991703-0804041-	401-6-691-341-000	57.69
NEW MEXICO GAS COMPAN	CC028364	12/10/2025	ACCT# 115435453-1201470-	401-6-619-340-000	3,629.01
NEW MEXICO GAS COMPAN	CC028365	12/10/2025	ACCT# 115435453-1203867-	401-6-619-340-000	103.65
Vendor NEW MEXICO GAS COMPANY INC Total:					5,448.45
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	Q2122334	12/01/2025	CUST# 00745203	401-6-619-339-000	1,555.85
Vendor QUADIENT FINANCE USA, INC Total:					1,555.85
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC028366	12/09/2025	ACCT# 014-16003852	427-6-639-270-000	39.25
REGIONAL IMAGING ENM, LL	CC028369	12/15/2025	ACCT# 014-16005286	427-6-639-270-000	10.36
REGIONAL IMAGING ENM, LL	CC028370	12/15/2025	ACCT# 014-16005286	427-6-639-270-000	98.62
Vendor REGIONAL IMAGING ENM, LLC Total:					148.23
Vendor: RELADYNE WEST LLC					
RELADYNE WEST LLC	1311701-IN	12/09/2025	OILS AND LUBES FOR ROAD	402-6-653-230-000	1,019.06
Vendor RELADYNE WEST LLC Total:					1,019.06
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1225132	12/09/2025	FY26 Annual Allocation for R	401-6-672-426-000	2,083.33
Vendor ROSWELL CHAMBER OF COMMERCE Total:					2,083.33
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC028367	12/11/2025	ACCT# 1959472V1610	427-6-639-270-000	128.92
ROSWELL CLINIC CORP	CC028368	12/09/2025	ACCT# 1959048V1610	427-6-639-270-000	158.71
Vendor ROSWELL CLINIC CORP Total:					287.63
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00308973	12/01/2025	legal ad # 00308973	401-6-611-252-000	28.97
Vendor ROSWELL DAILY RECORD Total:					28.97
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC028371	12/08/2025	ACCT# 5000073324	401-7-752-267-000	1,206.15
ROSWELL HOSPITAL CORPOR	CC028372	12/08/2025	ACCT# 5000076500	401-7-752-267-000	238.73
ROSWELL HOSPITAL CORPOR	CC028375	12/02/2025	ACCT# 5000090981	427-6-639-270-000	1,438.86
ROSWELL HOSPITAL CORPOR	CC028376	12/05/2025	ACCT# 5000086707	427-6-639-270-000	1,793.06
Vendor ROSWELL HOSPITAL CORPORATION Total:					4,676.80
Vendor: ROSWELL OSTEOPATHIC MEDICAL CLINIC					
ROSWELL OSTEOPATHIC ME	2621	12/17/2025	Pre Employment Physicals an	401-6-642-244-000	563.00
ROSWELL OSTEOPATHIC ME	2621	12/17/2025	Pre Employment Physicals an	401-7-752-244-000	140.75
ROSWELL OSTEOPATHIC ME	2621	12/17/2025	Pre Employment Physicals an	402-6-653-244-000	281.51
ROSWELL OSTEOPATHIC ME	2629	12/18/2025	Pre Employment Physicals an	401-6-642-244-000	140.75
Vendor ROSWELL OSTEOPATHIC MEDICAL CLINIC Total:					1,126.01
Vendor: SCRS ACQUISITION CORP					
SCRS ACQUISITION CORP	317831	12/01/2025	MONTHLY MAINT FEES	650-6-684-267-000	1,750.00
Vendor SCRS ACQUISITION CORP Total:					1,750.00
Vendor: SIDMONS-MARTIN EMERGENCY GROUP					
SIDMONS-MARTIN EMERGEN	317-0000050635	12/01/2025	Complete PM - Unit V4 Rio F	413-8-818-221-000	3,445.00
Vendor SIDMONS-MARTIN EMERGENCY GROUP Total:					3,445.00
Vendor: TASCOSA OFFICE MACHINES					
TASCOSA OFFICE MACHINES	612428	12/11/2025	Bulk Staple Order for Central	670-6-671-230-000	105.00
Vendor TASCOSA OFFICE MACHINES Total:					105.00
Vendor: THE TREE DR. LTD.CO					
THE TREE DR. LTD.CO	190	12/15/2025	SMC Tree Removal S OF BUIL	401-6-699-256-000	2,759.00
THE TREE DR. LTD.CO	191	12/15/2025	SMC Tree Removal N OF BUI	401-6-699-256-000	4,652.60
THE TREE DR. LTD.CO	192	12/15/2025	SMC Tree Removal	401-6-699-256-000	4,679.65
Vendor THE TREE DR. LTD.CO Total:					12,091.25
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	40741149	12/08/2025	ACCT# 012-1663046-000	401-7-731-230-000	39.71

Expense Approval Register

Packet: APPKT03744 - CHECK RUN 12/19/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VISUAL EDGE IT, INC	40741149	12/08/2025	ACCT# 012-1663046-000	401-7-731-230-000	75.22
VISUAL EDGE IT, INC	40741149	12/08/2025	ACCT# 012-1663046-000	401-7-731-375-000	232.18
VISUAL EDGE IT, INC	40755955	12/08/2025	ACCT# 020-1889211-000	650-6-684-251-000	270.58
VISUAL EDGE IT, INC	40789085	12/11/2025	ACCT# 020-1919363-000	401-6-631-251-000	141.42
VISUAL EDGE IT, INC	40806184	12/15/2025	ACCT# 025-1906606-000	620-7-725-375-000	300.12
VISUAL EDGE IT, INC	40806185	12/15/2025	ACCT# 019-1836196-000	401-7-731-230-000	8.89
VISUAL EDGE IT, INC	40806185	12/15/2025	ACCT# 019-1836196-000	401-7-731-230-000	26.00
VISUAL EDGE IT, INC	40806185	12/15/2025	ACCT# 019-1836196-000	401-7-731-230-000	93.00
VISUAL EDGE IT, INC	40806185	12/15/2025	ACCT# 019-1836196-000	401-7-731-375-000	46.50
VISUAL EDGE IT, INC	40806186	12/15/2025	ACCT# 019-1836197-000	408-8-812-251-000	88.27
VISUAL EDGE IT, INC	40806187	12/15/2025	ACCT# 020-1854206-000	401-7-741-375-000	259.16
VISUAL EDGE IT, INC	40806188	12/15/2025	ACCT# 020-1897092-000	413-8-818-251-000	44.78
VISUAL EDGE IT, INC	40806189	12/15/2025	ACCT# 018-1768631-000	620-7-725-375-000	486.55
VISUAL EDGE IT, INC	40806191	12/15/2025	ACCT# 025-1768633-000	411-8-814-251-000	227.61
VISUAL EDGE IT, INC	40806193	12/15/2025	ACCT# 025-1777394-000	650-6-684-251-000	191.91
Vendor VISUAL EDGE IT, INC Total:					2,531.90
Vendor: WAIDE SAND & GRAVEL CO					
WAIDE SAND & GRAVEL CO	138711	12/02/2025	3/4" ROCK	402-6-653-291-000	4,379.40
WAIDE SAND & GRAVEL CO	138732	12/02/2025	3/4" ROCK	402-6-653-291-000	4,511.70
WAIDE SAND & GRAVEL CO	138752	12/02/2025	1/2" Rock	402-6-653-246-003	6,334.71
WAIDE SAND & GRAVEL CO	138772	12/02/2025	1/2" Rock	402-6-653-246-003	3,978.00
WAIDE SAND & GRAVEL CO	138788	12/02/2025	3/4" ROCK	402-6-653-291-000	149.55
Vendor WAIDE SAND & GRAVEL CO Total:					19,353.36
Vendor: WILLIAM B. WILLIAMS					
WILLIAM B. WILLIAMS	CC028377	12/18/2025	2025 JOINT STOCKMANS CO	401-6-611-226-000	269.34
Vendor WILLIAM B. WILLIAMS Total:					269.34
Grand Total:					168,228.96

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	25,247.33
402 - ROAD FUND	63,308.94
408 - EAST GRAND PLAINS VOLFIRE	446.01
410 - MIDWAY VOLUNTEER FIRE FND	229.54
411 - BERRENDO VOLUNTEER FIRE	227.61
412 - SIERRA VOLUNTEER FIRE FND	103.61
413 - RIO FELIX VOLUNTEER FIRE	3,489.78
427 - INDIGENT HOSPITAL CLAIMS	4,667.78
437 - ENVIRONMENTAL TAX	14,410.98
620 - CLERK RECORDING & FILING	1,058.63
650 - DETENTION INMATE EXPENSES	54,933.75
670 - INTERNAL SERVICES	105.00
Grand Total:	168,228.96

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-225-000	PER DIEM EXPENSE	830.11
401-6-611-226-000	MILEAGE REIMBURSEME	808.02
401-6-611-252-000	PRINTING/PUBLISHING	28.97
401-6-619-339-000	POSTAGE/FREIGHT	1,555.85
401-6-619-340-000	TELEPHONE	3,732.66
401-6-631-251-000	RENTALS	141.42
401-6-642-244-000	PRE-EMPLOYMENT PHYS	703.75
401-6-672-426-000	CHAMBER OF COMMER	2,083.33
401-6-691-341-000	UTILITIES	337.98
401-6-699-256-000	BLDG IMPROVEMENT PR	12,091.25
401-6-699-341-000	UTILITIES	73.56
401-7-731-230-000	SUPPLIES/TOOLS	242.82
401-7-731-375-000	LEASE PURCHASE	278.68
401-7-741-230-000	SUPPLIES/TOOLS	110.05
401-7-741-375-000	LEASE PURCHASES	343.30
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	299.95
401-7-752-244-000	PRE-EMPLOYMENT PHYS	140.75
401-7-752-267-000	CONTRACTUAL SERVICES	1,444.88
402-6-651-341-000	UTILITIES	613.36
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	17,618.69
402-6-653-223-000	VEHICLE FUELS	18,030.27
402-6-653-230-000	SUPPLIES/TOOLS	1,019.06
402-6-653-244-000	PRE-EMPLOYMENT PHYS	281.51
402-6-653-246-003	ROAD PROJECTS-OTHER	10,312.71
402-6-653-251-000	RENTALS	3,716.17
402-6-653-291-000	ROAD PROJECTS-OTHER	9,040.65
402-6-653-292-000	SIGNS & SIGN REPAIR	2,676.52
408-8-812-251-000	RENTALS	88.27
408-8-812-341-000	UTILITIES	357.74
410-8-816-341-000	UTILITIES	229.54
411-8-814-251-000	RENTALS	227.61
412-8-815-341-000	UTILITIES	103.61
413-8-818-221-000	VEH/HVY EQUIP. REPAIR	3,445.00
413-8-818-251-000	RENTALS	44.78
427-6-639-270-000	PAYMENT OF HOSPITAL	3,667.78
427-6-639-296-000	INDIGENT BURIAL	1,000.00
437-6-659-242-000	LANDFILL EXPENSES	14,410.98
620-7-725-375-000	LEASE PURCHASES	1,058.63
650-6-684-251-000	RENTALS	462.49
650-6-684-264-000	FEEDING OF PRISONERS	50,547.99
650-6-684-267-000	CONTRACTUAL SERVICES	1,750.00
650-6-684-268-000	HOUSING OF PRISONERS	2,173.27

Account Summary

Account Number	Account Name	Expense Amount
670-6-671-230-000	SUPPLIES	105.00
	Grand Total:	168,228.96

Project Account Summary

Project Account Key	Expense Amount	
None	168,228.96	
	Grand Total:	168,228.96

Approved By:
Ricardo Serrano



Chaves County, NM

Expense Approval Register

Packet: APPKT03745 - XCEL ACH PMTS 12/22/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-619-341-000	57.00
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-691-341-000	62.23
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-691-341-000	641.16
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-699-341-000	286.49
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-699-341-000	69.93
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-699-341-000	175.16
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-699-341-000	45.77
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-699-341-000	202.74
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	401-6-699-341-000	230.49
SOUTHWESTERN PUBLIC SER	CC028379	12/12/2025	ACCT# 54-1632663-1	437-6-659-341-000	86.60
SOUTHWESTERN PUBLIC SER	CC028380	12/09/2025	ACCT# 54-3943804-3	401-6-693-341-000	1,051.26
SOUTHWESTERN PUBLIC SER	CC028381	12/10/2025	ACCT# 54-3943824-7	401-6-619-340-000	6,270.17
SOUTHWESTERN PUBLIC SER	CC028382	12/12/2025	ACCT# 54-3943725-7	408-8-812-341-000	86.84
SOUTHWESTERN PUBLIC SER	CC028383	12/08/2025	ACCT# 54-3949473-4	411-8-814-341-000	160.51
SOUTHWESTERN PUBLIC SER	CC028384	12/15/2025	ACCT# 54-1797003-1	401-6-691-243-000	111.01
SOUTHWESTERN PUBLIC SER	CC028385	12/16/2025	ACCT# 54-3949471-2	650-6-684-341-000	9,263.79
SOUTHWESTERN PUBLIC SER	CC028386	12/16/2025	ACCT# 54-3943798-4	401-6-691-243-000	76.41
SOUTHWESTERN PUBLIC SER	CC028387	12/15/2025	ACCT# 54-3943719-9	401-6-691-243-000	101.99
SOUTHWESTERN PUBLIC SER	CC028388	12/16/2025	ACCT# 54-3949465-4	402-6-651-341-000	765.99
SOUTHWESTERN PUBLIC SER	CC028389	12/15/2025	ACCT# 54-7497040-6	408-8-812-341-000	102.60
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					19,848.14
Grand Total:					19,848.14

Approved By:

Riccia Severino

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	9,381.81
402 - ROAD FUND	765.99
408 - EAST GRAND PLAINS VOLFIRE	189.44
411 - BERRENDO VOLUNTEER FIRE	160.51
437 - ENVIRONMENTAL TAX	86.60
650 - DETENTION INMATE EXPENSES	9,263.79
Grand Total:	19,848.14

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-340-000	TELEPHONE	6,270.17
401-6-619-341-000	UTILITIES	57.00
401-6-691-243-000	HIGHWAY LIGHTS	289.41
401-6-691-341-000	UTILITIES	703.39
401-6-693-341-000	UTILITIES	1,051.26
401-6-699-341-000	UTILITIES	1,010.58
402-6-651-341-000	UTILITIES	765.99
408-8-812-341-000	UTILITIES	189.44
411-8-814-341-000	UTILITIES	160.51
437-6-659-341-000	UTILITIES	86.60
650-6-684-341-000	UTILITIES	9,263.79
Grand Total:		19,848.14

Project Account Summary

Project Account Key	Expense Amount
None	19,848.14
Grand Total:	19,848.14



Chaves County, NM

Expense Approval Register

Packet: APPKT03751 - XCEL ACH PMT 12/23/25

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC028407	12/09/2025	ACCT# 54-0015038961-9	401-6-693-341-000	201.80
			Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:		201.80
			Grand Total:		201.80

Approved By:
Rutha Senano

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	201.80
Grand Total:	201.80

Account Summary

Account Number	Account Name	Expense Amount
401-6-693-341-000	UTILITIES	201.80
Grand Total:		201.80

Project Account Summary

Project Account Key	Expense Amount
None	201.80
Grand Total:	201.80



Chaves County, NM

Expense Approval Register

Packet: APPKT03753 - CHECK RUN 12/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: A-7 AUSTIN, LLC					
A-7 AUSTIN, LLC	47272	12/18/2025	2025 ACA Forms and Envelo	401-6-631-230-000	348.06
			Vendor A-7 AUSTIN, LLC Total:		348.06
Vendor: ALLIED KEY & SAFE LLC					
ALLIED KEY & SAFE LLC	60512	12/15/2025	Door lock repair at CCES/200	401-6-693-257-000	404.00
			Vendor ALLIED KEY & SAFE LLC Total:		404.00
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0013571	12/24/2025	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0013571	12/24/2025	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
			Vendor ALTON'S POWER BLOCK GYM INC Total:		59.27
Vendor: AMERICAN MEDICAL RESPONSE AMBULANCE					
AMERICAN MEDICAL RESPO	CC028390	12/18/2025	AMBULANCE CLAIMS/ DECE	427-6-639-270-000	3,119.39
			Vendor AMERICAN MEDICAL RESPONSE AMBULANCE Total:		3,119.39
Vendor: CARAHSOFT TECHNOLOGY CORP					
CARAHSOFT TECHNOLOGY C	61467074INV	12/15/2025	NEOGOV YEAR#2 (N-26-001)	401-6-613-260-000	24,107.65
			Vendor CARAHSOFT TECHNOLOGY CORP Total:		24,107.65
Vendor: CIRCLE F ENTERPRISES,LLC					
CIRCLE F ENTERPRISES,LLC	12182025	12/18/2025	500' divider fence at CCDC	401-6-696-256-000	9,537.06
			Vendor CIRCLE F ENTERPRISES,LLC Total:		9,537.06
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	2026-6	12/17/2025	Appr# 24-14050 Industrial Sit	631-8-884-376-000	29,661.45
			Vendor CITY OF ROSWELL Total:		29,661.45
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0013574	12/24/2025	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,265.96
COLONIAL LIFE & ACCIDENT	INV0013574	12/24/2025	COLONIAL LIFE PAYABLE	402-2-200-016-000	334.01
COLONIAL LIFE & ACCIDENT	INV0013574	12/24/2025	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0013574	12/24/2025	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0013574	12/24/2025	COLONIAL LIFE PAYABLE	452-2-200-016-000	282.82
			Vendor COLONIAL LIFE & ACCIDENT CO Total:		1,994.76
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-162185	12/22/2025	CCDC Flooring - Common Ar	635-6-682-381-200	59,445.42
			Vendor COOPERATIVE EDUCATIONAL SVCS. Total:		59,445.42
Vendor: COWBOY ELECTRIC LLC					
COWBOY ELECTRIC LLC	2355	12/12/2025	Lighting improvements to 20	401-6-691-257-000	4,832.08
			Vendor COWBOY ELECTRIC LLC Total:		4,832.08
Vendor: CUSTOM WROUGHT IRON & WELDING					
CUSTOM WROUGHT IRON &	3971	12/11/2025	Stainless material for CCDC fl	401-6-696-230-000	1,275.00
			Vendor CUSTOM WROUGHT IRON & WELDING Total:		1,275.00
Vendor: DONA ANA COUNTY					
DONA ANA COUNTY	CINV00002506	12/16/2025	JUVIE INMATE HOUSING	401-6-645-268-000	39,900.00
			Vendor DONA ANA COUNTY Total:		39,900.00
Vendor: FABER & BRAND LLC					
FABER & BRAND LLC	INV0013583	12/24/2025	GARNISHMENT	402-2-200-011-000	301.54
			Vendor FABER & BRAND LLC Total:		301.54
Vendor: J & G ELECTRIC CO					
J & G ELECTRIC CO	40282	12/18/2025	Utility locates at CCDC for fe	401-6-696-257-000	166.05
			Vendor J & G ELECTRIC CO Total:		166.05

Expense Approval Register

Packet: APPKT03753 - CHECK RUN 12/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: JESSICA ELDRIDGE					
JESSICA ELDRIDGE	CC026872-1	12/22/2025	LARGE ENVELOPE/ REISSUE	401-6-614-339-000	6.35
Vendor JESSICA ELDRIDGE Total:					6.35
Vendor: LA CASA DE BUENA SALUD					
LA CASA DE BUENA SALUD	CC028405	12/19/2025	FY 26 IHC Healthcare/Dental	427-6-639-273-000	31,873.40
Vendor LA CASA DE BUENA SALUD Total:					31,873.40
Vendor: LAS CRUCES HB MEDICAL SERVICES LLC					
LAS CRUCES HB MEDICAL SE	CC028391	12/19/2025	ACCT# 4455295V1928	427-6-639-270-000	176.25
LAS CRUCES HB MEDICAL SE	CC028392	12/19/2025	ACCT# 4453756V1928	427-6-639-270-000	176.25
Vendor LAS CRUCES HB MEDICAL SERVICES LLC Total:					352.50
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC028378	12/10/2025	ACCT# 077991703-0797981-	401-6-691-341-000	102.57
NEW MEXICO GAS COMPAN	CC028408	12/17/2025	ACCT# 075706312-0781188-	412-8-815-341-000	219.74
NEW MEXICO GAS COMPAN	CC028409	12/17/2025	ACCT# 078156501-0805690-	650-6-684-341-000	1,535.74
Vendor NEW MEXICO GAS COMPANY INC Total:					1,858.05
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0013579	12/24/2025	NEW YORK LIFE	401-2-200-015-000	968.75
NEW YORK LIFE INSURANCE	INV0013579	12/24/2025	NEW YORK LIFE	402-2-200-015-000	433.01
NEW YORK LIFE INSURANCE	INV0013579	12/24/2025	NEW YORK LIFE	427-2-200-015-000	240.40
NEW YORK LIFE INSURANCE	INV0013579	12/24/2025	NEW YORK LIFE	432-2-200-015-000	41.79
NEW YORK LIFE INSURANCE	INV0013579	12/24/2025	NEW YORK LIFE	437-2-200-015-000	67.70
Vendor NEW YORK LIFE INSURANCE Total:					1,751.65
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	401-2-200-020-000	8,804.26
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	402-2-200-020-000	2,239.78
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	427-2-200-020-000	130.32
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	432-2-200-020-000	107.40
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	435-2-200-020-000	175.50
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	437-2-200-020-000	92.76
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	452-2-200-020-000	658.54
NM RETIREE HEALTH CARE A	INV0013581	12/24/2025	NM RETIREE HEALTH CARE P	628-2-200-020-000	78.01
NM RETIREE HEALTH CARE A	INV0013582	12/24/2025	NM Retiree HealthCare Law	401-2-200-020-000	3,070.41
NM RETIREE HEALTH CARE A	INV0013590	12/24/2025	NM Retiree HealthCare Law	401-2-200-020-000	2.46
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					15,359.44
Vendor: NM TAX AND REV DEPT					
NM TAX AND REV DEPT	INV0013584	12/24/2025	LEVY NUMBER: 194657	401-2-200-011-000	271.20
Vendor NM TAX AND REV DEPT Total:					271.20
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0013569	12/24/2025	LEGAL SHIELD PAYABLE	401-2-200-022-000	133.55
PRE-PAID LEGAL SERVICES IN	INV0013569	12/24/2025	LEGAL SHIELD PAYABLE	402-2-200-022-000	114.65
PRE-PAID LEGAL SERVICES IN	INV0013569	12/24/2025	LEGAL SHIELD PAYABLE	452-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					282.10
Vendor: RAUL CASTRO					
RAUL CASTRO	CC026899-1	12/09/2025	INMATE TRANSPORT- REISSU	650-6-684-228-000	10.00
Vendor RAUL CASTRO Total:					10.00
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC028394	12/19/2025	ACCT# 014-16003996	427-6-639-270-000	102.97
REGIONAL IMAGING ENM, LL	CC028395	12/19/2025	ACCT# 014-16003996	427-6-639-270-000	33.60
REGIONAL IMAGING ENM, LL	CC028396	12/19/2025	ACCT# 014-16003996	427-6-639-270-000	10.36
REGIONAL IMAGING ENM, LL	CC028397	12/19/2025	ACCT# 014-16082080	427-6-639-270-000	102.97
Vendor REGIONAL IMAGING ENM, LLC Total:					249.90
Vendor: RHOADS CO					
RHOADS CO	I-20743-1	12/19/2025	Ice Machine Replacement	410-8-816-231-000	6,100.00
Vendor RHOADS CO Total:					6,100.00

Expense Approval Register

Packet: APPKT03753 - CHECK RUN 12/24/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC028393	12/16/2025	ACCT# 1957920V1610	427-6-639-270-000	303.61
				Vendor ROSWELL CLINIC CORP Total:	303.61
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	00309358	12/16/2025	LEGAL AD# 00309358	401-6-625-252-000	63.73
				Vendor ROSWELL DAILY RECORD Total:	63.73
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC028398	12/08/2025	ACCT# 5000082092	427-6-639-270-000	12.59
ROSWELL HOSPITAL CORPOR	CC028399	12/08/2025	ACCT# 5000079611	427-6-639-270-000	779.49
ROSWELL HOSPITAL CORPOR	CC028400	12/08/2025	ACCT# 5000080806	427-6-639-270-000	206.86
ROSWELL HOSPITAL CORPOR	CC028401	12/08/2025	ACCT# 5000086707	427-6-639-270-000	423.08
ROSWELL HOSPITAL CORPOR	CC028402	12/08/2025	ACCT# 5000072439	427-6-639-270-000	238.84
ROSWELL HOSPITAL CORPOR	CC028404	12/18/2025	ACCT# 5000096751	401-7-752-267-000	73.49
				Vendor ROSWELL HOSPITAL CORPORATION Total:	1,734.35
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	101115	12/01/2025	Custodial Supplies for FY 25-	401-6-691-230-000	44.78
STARR JANITORIAL INC.	101227	12/05/2025	JANITORIAL SUPPLIES	650-6-684-230-000	69.98
STARR JANITORIAL INC.	101380	12/19/2025	JANITORIAL SUPPLIES	650-6-684-230-000	2,892.00
				Vendor STARR JANITORIAL INC. Total:	3,006.76
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0013572	12/24/2025	000454540	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0013575	12/24/2025	000480470	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0013576	12/24/2025	000505194	401-2-200-018-000	381.69
STATE OF NEW MEXICO	INV0013577	12/24/2025	000467276	401-2-200-018-000	202.15
				Vendor STATE OF NEW MEXICO Total:	877.22
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0013573	12/24/2025	0013625446	401-2-200-018-000	269.54
				Vendor TEXAS CHILD SUPPORT SDU Total:	269.54
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC028406	12/20/2025	ACCT# 670	401-7-751-341-000	87.76
				Vendor TOWN OF HAGERMAN Total:	87.76
Vendor: TRANS AERO LIMITED					
TRANS AERO LIMITED	CC028403	12/18/2025	ACCT# 25-03359a	427-6-639-270-000	5,000.00
				Vendor TRANS AERO LIMITED Total:	5,000.00
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0013567	12/24/2025	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0013567	12/24/2025	UNITED WAY PAYABLE	402-2-200-010-000	20.00
				Vendor UNITED WAY OF CHAVES COUNTY Total:	44.00
Vendor: VERIZON COMMUNICATIONS INC.					
VERIZON COMMUNICATIONS	342000081262	12/01/2025	ACCT# 100000184908	401-6-619-267-000	2,395.98
				Vendor VERIZON COMMUNICATIONS INC. Total:	2,395.98
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	40806190	12/15/2025	ACCT# 025-1768632-000	401-6-611-230-000	104.07
VISUAL EDGE IT, INC	40806190	12/15/2025	ACCT# 025-1768632-000	401-6-613-230-000	104.07
VISUAL EDGE IT, INC	40806190	12/15/2025	ACCT# 025-1768632-000	401-6-614-230-000	104.06
VISUAL EDGE IT, INC	40806190	12/15/2025	ACCT# 025-1768632-000	401-6-621-230-000	104.06
VISUAL EDGE IT, INC	40806192	12/15/2025	ACCT# 025-1768634-000	401-6-691-375-000	268.20
VISUAL EDGE IT, INC	40855153	12/22/2025	ACCT# 021-3060382-000	401-7-721-375-000	174.35
				Vendor VISUAL EDGE IT, INC Total:	858.81
Grand Total:					247,908.08

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	99,923.04
402 - ROAD FUND	3,469.94
410 - MIDWAY VOLUNTEER FIRE FND	6,100.00
412 - SIERRA VOLUNTEER FIRE FND	219.74
427 - INDIGENT HOSPITAL CLAIMS	43,017.14
432 - DWI GRANT FUNDS	149.19
435 - CORRECTION GRANTS	200.71
437 - ENVIRONMENTAL TAX	160.46
452 - FLOOD CONTROL	975.26
628 - PROPERTY VALUATION	78.01
631 - OTHER GRANTS & CONTRACTS	29,661.45
635 - EMERGENCY/CAPITAL OUTLAY	59,445.42
650 - DETENTION INMATE EXPENSES	4,507.72
Grand Total:	247,908.08

Account Summary

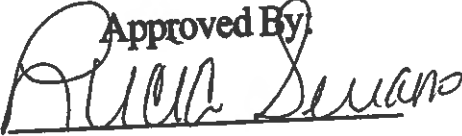
Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	24.00
401-2-200-011-000	MISCELLANEOUS PAYABL	271.20
401-2-200-015-000	NEW YORK LIFE INSURA	968.75
401-2-200-016-000	GLOBE LIFE PAYABLE	1,265.96
401-2-200-018-000	CHILD ENFORCEMENT P	1,146.76
401-2-200-020-000	RETIREE H/C PAYABLE	11,877.13
401-2-200-022-000	PRE-PAID SOFTWARE M	133.55
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-611-230-000	SUPPLIES/TOOLS	104.07
401-6-613-230-000	SUPPLIES/TOOLS	104.07
401-6-613-260-000	PROFESSIONAL SERVICE	24,107.65
401-6-614-230-000	SUPPLIES/TOOLS	104.06
401-6-614-339-000	POSTAGE/FREIGHT	6.35
401-6-619-267-000	CONTRACTUAL SERVICES	2,395.98
401-6-621-230-000	SUPPLIES/TOOLS	104.06
401-6-625-252-000	PRINTING/PUBLISHING	63.73
401-6-631-230-000	SUPPLIES/TOOLS	348.06
401-6-645-268-000	CARE OF PRISONER SER	39,900.00
401-6-691-230-000	SUPPLIES/TOOLS	44.78
401-6-691-257-000	FACILITY MAINT/REPAIR	4,832.08
401-6-691-341-000	UTILITIES	102.57
401-6-691-375-000	LEASE PURCHASE	268.20
401-6-693-257-000	FACILITY MAINTENANCE	404.00
401-6-696-230-000	SUPPLIES/TOOLS	1,275.00
401-6-696-256-000	BLDG.IMPROVEMENTS	9,537.06
401-6-696-257-000	FACILITY MAINT/REPAIR	166.05
401-7-721-375-000	LEASE PURCHASES	174.35
401-7-751-341-000	UTILITIES	87.76
401-7-752-267-000	CONTRACTUAL SERVICES	73.49
402-2-200-010-000	UNITED WAY PAYABLE	20.00
402-2-200-011-000	MISCELLANEOUS PAYABL	301.54
402-2-200-015-000	NEW YORK LIFE INSURA	433.01
402-2-200-016-000	GLOBE LIFE PAYABLE	334.01
402-2-200-020-000	RETIREE H/C PAYABLE	2,239.78
402-2-200-022-000	PRE-PAID LEGAL PAYABL	114.65
402-2-200-024-000	ALTONS POWER BLOCK	26.95
410-8-816-231-000	NON-EXPENDABLE SUPP	6,100.00
412-8-815-341-000	UTILITIES	219.74
427-2-200-015-000	NEW YORK LIFE INSURA	240.40
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-2-200-020-000	RETIREE H/C PAYABLE	130.32
427-6-639-270-000	PAYMENT OF HOSPITAL	10,686.26

Account Summary

Account Number	Account Name	Expense Amount
427-6-639-273-000	HEALTH CLINIC CLAIMS	31,873.40
432-2-200-015-000	NEW YORK LIFE INSURA	41.79
432-2-200-020-000	RETIREE H/C PAYABLE	107.40
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	175.50
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	92.76
452-2-200-016-000	GLOBE LIFE PAYABLE	282.82
452-2-200-020-000	RETIREE H/C PAYABLE	658.54
452-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
628-2-200-020-000	RETIREE H/C PAYABLE	78.01
631-8-884-376-000	LAND/BUILDING - COUN	29,661.45
635-6-682-381-200	CONSTRUCTION PROJEC	59,445.42
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-230-000	SUPPLIES/TOOLS	2,961.98
650-6-684-341-000	UTILITIES	1,535.74
	Grand Total:	247,908.08

Project Account Summary

Project Account Key	Expense Amount
None	247,908.08
Grand Total:	247,908.08

Approved By:




Chaves County, NM

Expense Approval Register
Packet: APPKT03755 - CK RUN 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: MUNICIPAL EMERGENCY SERVICES					
MUNICIPAL EMERGENCY SE	IN2407863	12/24/2025	VIN 44KFT4286SWZ24206	401-6-619-372-000	373,528.00
MUNICIPAL EMERGENCY SE	IN2407863	12/24/2025	VIN 44KFT4286SWZ24206	411-8-814-372-000	1,200.00
MUNICIPAL EMERGENCY SE	IN2407863	12/24/2025	VIN 44KFT4286SWZ24206	425-8-829-372-000	485,472.00
Vendor MUNICIPAL EMERGENCY SERVICES Total:					860,200.00
Grand Total:					860,200.00

Approved By: 

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	373,528.00
411 - BERRENDO VOLUNTEER FIRE	1,200.00
425 - FIRE/AMBULANCE EXCISE TAX	485,472.00
Grand Total:	860,200.00

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-372-000	VEHICLES	373,528.00
411-8-814-372-000	VEHICLES	1,200.00
425-8-829-372-000	VEHICLES	485,472.00
Grand Total:		860,200.00

Project Account Summary

Project Account Key	Expense Amount
None	860,200.00
Grand Total:	860,200.00



Chaves County, NM

Expense Approval Register

cket: APPKT03756 - XCEL ACH PMTS 12/30/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC028410	12/22/2025	ACCT# 54-0012497212-2	452-8-832-341-000	192.77
SOUTHWESTERN PUBLIC SER	CC028411	12/17/2025	ACCT# 54-3943737-1	401-6-691-243-000	41.99
SOUTHWESTERN PUBLIC SER	CC028412	12/18/2025	ACCT# 54-3943772-4	401-6-691-243-000	36.24
SOUTHWESTERN PUBLIC SER	CC028413	12/17/2025	ACCT# 54-3949421-2	412-8-815-341-000	120.72
SOUTHWESTERN PUBLIC SER	CC028413	12/17/2025	ACCT# 54-0010784288-9	412-8-815-341-000	86.80
SOUTHWESTERN PUBLIC SER	CC028414	12/18/2025	ACCT# 54-3943703-1	401-6-691-243-000	33.71
SOUTHWESTERN PUBLIC SER	CC028415	12/18/2025	ACCT# 54-3943686-9	401-6-691-243-000	28.07
SOUTHWESTERN PUBLIC SER	CC028416	12/22/2025	ACCT# 54-8936266-1	412-8-815-341-000	201.78
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					742.08
Grand Total:					742.08

Approved By: 

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	140.01
412 - SIERRA VOLUNTEER FIRE FND	409.30
452 - FLOOD CONTROL	192.77
Grand Total:	742.08

Account Summary

Account Number	Account Name	Expense Amount
401-6-691-243-000	HIGHWAY LIGHTS	140.01
412-8-815-341-000	UTILITIES	409.30
452-8-832-341-000	UTILITIES	192.77
Grand Total:		742.08

Project Account Summary

Project Account Key	Expense Amount
None	742.08
Grand Total:	742.08



Packet: PYPKT03432 - ppe 12/07/25 Probation Drop- A Silva
Payroll Set: 01 - Chaves County

Pay Period: 11/24/2025 - 12/07/2025

Total Direct Deposits: 0.00
Total Check Amounts: 760.04

Males Paid: 1
Females Paid: 0
Unknown Paid: 0
Total Employees: 1

EARNINGS

Pay Code	Units	Pay Amount
HOL	10.00	246.00
REG	45.00	1,107.00
SICK	3.50	86.10
VAC	9.50	233.70
VACC	5.78	142.19
Total:	73.78	1,814.99

BENEFITS

Pay Code	Units	Pay Amount
ABS	12.00	0.00
Total:	12.00	0.00

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	1,343.37	65.74	0.00
01-FICA	1,581.71	98.07	98.07
01-MC WH	1,581.71	22.93	22.93
01-ST WH	1,343.37	28.67	0.00
01-Unemp	1,814.99	0.00	0.00
Total:		215.41	121.00

DEDUCTIONS

Code	Subject To	Employee	Employer
05	0.00	138.00	1,267.48
15	0.00	10.00	0.00
19	0.00	14.34	0.00
ADM	0.00	0.00	1.65
CS-128	0.00	203.08	0.00
CS-129	0.00	136.15	0.00
DEL	0.00	80.94	0.00
DIS	0.00	11.96	0.00
LFE	0.00	0.00	7.06
PRE	1,672.80	228.34	331.21
RHC	1,672.80	16.73	33.46
Total:		839.54	1,640.86

RECAP 01 - Chaves County

Earnings: 1,814.99 Benefits: 0.00 Deductions: 839.54 Taxes: 215.41 Net Pay: 760.04

December 2025
Payroll #s

Approved By:



Packet: PYPKT03435 - ppe 12/07/25 Large Run
Payroll Set: 01 - Chaves County

Pay Period: 11/24/2025 - 12/07/2025

Total Direct Deposits: 338,132.84

Total Check Amounts: 19,141.73

Males Paid: 163

Females Paid: 87

Unknown Paid: 0

Total Employees: 250

EARNINGS

Pay Code	Units	Pay Amount
HOL	3,465.00	88,146.16
JURY	2.75	89.68
MILT	52.00	1,058.04
ON-CALL HOLIDAY	8.00	400.00
ON-CALL REG	63.00	1,575.00
OT	667.10	22,513.01
PDAD	24.00	979.59
PERS	114.00	2,791.02
REG	11,662.50	265,418.52
SAL	2,495.00	88,170.46
SICK	508.22	12,374.14
SPOT	1,175.75	25,564.34
SPOTS	373.00	8,312.97
TRN/TRVL	154.00	5,515.99
VAC	925.03	25,557.34
VACC	24.00	809.19
WC	80.00	0.00
Total:	21,793.35	549,275.45

BENEFITS

Pay Code	Units	Pay Amount
ABS	289.00	0.00
FRGV	635.00	238.13
Total:	924.00	238.13

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	446,930.15	32,317.95	0.00
01-FICA	422,890.16	26,219.21	26,219.21
01-MC WH	518,613.78	7,519.81	7,519.81
01-ST WH	446,930.15	12,679.30	0.00
01-Unemp	549,513.58	0.00	0.00
Total:		78,736.27	33,739.02

DEDUCTIONS

Code	Subject To	Employee	Employer
04	0.00	0.00	0.00
05	0.00	25,907.88	242,262.50
05A	0.00	0.00	0.00
05T	0.00	1,321.99	12,873.67
09	0.00	0.00	0.00
15	0.00	4,523.50	0.00
19	0.00	1,948.06	0.00
19T	0.00	90.80	0.00
ADM	0.00	0.00	310.20
C112	0.00	132.92	0.00
C114	0.00	269.54	0.00
CS-120	0.00	160.46	0.00
CS-124	0.00	381.69	0.00
CS-125	0.00	202.15	0.00
DEL	0.00	3,043.86	0.00
DELT	0.00	211.12	0.00
DEN	0.00	0.00	747.00
DIS	0.00	1,554.80	0.00
DNA	0.00	0.00	0.00
DSA	0.00	0.00	0.00
EXE	8,512.59	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
G- RAUSH STURM LLP	0.00	0.00	0.00
LEO	81,908.50	11,712.89	21,828.62
LFD	0.00	1,207.36	0.00
LFE	0.00	0.00	1,694.40
PRE	404,462.49	55,209.11	80,083.58
RHC	406,097.78	4,061.06	8,121.91
RHL	81,908.50	1,023.88	2,047.71
Total:		113,264.61	369,969.59

RECAP 01 - Chaves County

Earnings:	549,275.45	Benefits:	238.13	Deductions:	113,264.61	Taxes:	78,736.27	Net Pay:	357,274.57

Approved By:





Packet: PYPKT03438 - ppe 12/07/25 Discretionary Pay/ Treasurers & Clerks
Payroll Set: 01 - Chaves County

Pay Period: 11/24/2025 - 12/07/2025

Total Direct Deposits: 0.00
Total Check Amounts: 3,850.00

Males Paid: 1
Females Paid: 10
Unknown Paid: 0
Total Employees: 11

EARNINGS

Pay Code	Units	Pay Amount
DISC	0.00	4,151.89
Total:	0.00	4,151.89

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	4,151.89	0.00	0.00
01-FICA	3,898.21	241.69	241.69
01-MC WH	4,151.89	60.20	60.20
01-ST WH	4,151.89	0.00	0.00
01-Unemp	4,151.89	0.00	0.00
Total:		301.89	301.89

RECAP 01 - Chaves County

Earnings:	4,151.89	Benefits:	0.00	Deductions:	0.00	Taxes:	301.89	Net Pay:	3,850.00

Approved By:



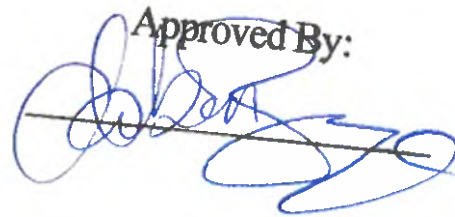
Packet: PYPKT03439 - ppe 12/07/25 Fire Run/ RaRa & Berrendo VFD Circle J Fir
Payroll Set: 01 - Chaves County

Pay Period: 11/24/2025 - 12/07/2025

Total Direct Deposits: 0.00
Total Check Amounts: 6,770.15

Males Paid: 15
Females Paid: 1
Unknown Paid: 0
Total Employees: 16

EARNINGS				TAXES			
Pay Code		Units	Pay Amount	Code	Subject To	Employee	Employer
REG		453.28	7,479.13	01-FEDWH	7,479.13	84.18	0.00
	Total:	453.28	7,479.13	01-FICA	7,479.13	463.72	463.72
				01-MC WH	7,479.13	108.41	108.41
				01-ST WH	7,479.13	52.67	0.00
				01-Unemp	7,479.13	0.00	0.00
					Total:	708.98	572.13
DEDUCTIONS							
Code	Subject To	Employee	Employer				
EXE	4,611.76	0.00	0.00				
	Total:	0.00	0.00				
RECAP 01 - Chaves County							
Earnings:	7,479.13	Benefits:	0.00	Deductions:	0.00	Taxes:	708.98
						Net Pay:	6,770.15

Approved By: 



Packet: PYPKT03441 - ppe 12/07/25 Leave Conversions Run
Payroll Set: 01 - Chaves County

Pay Period: 11/24/2025 - 12/07/2025

Total Direct Deposits: 1,392.83
Total Check Amounts: 0.00

Males Paid: 2
Females Paid: 0
Unknown Paid: 0
Total Employees: 2

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
VACC	42.00	1,505.97	01-FEDWH	1,505.97	68.76	0.00
Total:	42.00	1,505.97	01-MC WH	1,505.97	21.84	21.84
			01-ST WH	1,505.97	22.54	0.00
			01-Unemp	1,505.97	0.00	0.00
			Total:		113.14	21.84

RECAP 01 - Chaves County

Earnings:	1,505.97	Benefits:	0.00	Deductions:	0.00	Taxes:	113.14	Net Pay:	1,392.83

Approved By:



Packet: PYPKT03446 - ppe 12/21/25 Large Run
Payroll Set: 01 - Chaves County

Pay Period: 12/08/2025 - 12/21/2025

Total Direct Deposits: 353,652.18
Total Check Amounts: 14,147.41

Males Paid: 164
Females Paid: 89
Unknown Paid: 0
Total Employees: 253

EARNINGS			BENEFITS		
Pay Code	Units	Pay Amount	Pay Code	Units	Pay Amount
ADJ	0.00	176.21	ABS	268.24	0.00
FRGD	0.00	540.00	FRGC	0.00	907.90
K9 PAY	0.00	1,333.32	FRGV	666.00	249.75
ON-CALL REG	70.00	1,750.00	Total:	934.24	1,157.65
OT	621.50	22,199.54			
PDAD	80.00	1,528.80			
PERS	138.00	3,439.28			
REG	15,072.75	346,353.73			
SAL	2,962.00	106,432.67			
SICK	576.23	15,449.89			
SPOT	208.50	4,393.04			
SPOTS	388.50	8,658.83			
TRN/TRVL	21.00	1,717.33			
VAC	694.03	18,441.07			
WC	80.00	0.00			
Total:	20,912.51	532,413.71			

TAXES			
Code	Subject To	Employee	Employer
01-FEDWH	459,856.62	33,170.41	0.00
01-FICA	436,267.86	27,048.52	27,048.52
01-MC WH	533,571.36	7,736.83	7,736.83
01-ST WH	459,856.62	13,108.38	0.00
01-Unemp	533,571.36	0.00	0.00
Total:		81,064.14	34,785.35

DEDUCTIONS

Code	Subject To	Employee	Employer
08	0.00	44.00	0.00
09	0.00	0.00	0.00
10	0.00	562.50	640.05
12	0.00	282.10	0.00
15	0.00	4,628.50	0.00
ALT	0.00	59.27	0.00
C112	0.00	132.92	0.00
C114	0.00	269.54	0.00
COL LFE	0.00	1,994.76	0.00
CS-120	0.00	160.46	0.00
CS-124	0.00	381.69	0.00
CS-125	0.00	202.15	0.00
EXE	8,475.41	0.00	0.00
G- Faber & Brand LLC	0.00	301.54	0.00
G- RAUSH STURM LLP	0.00	0.00	0.00
G- TAX & REV LEVY	0.00	271.20	0.00
LEO	81,876.61	11,708.33	21,820.13
NY LIFE	0.00	1,751.65	0.00
PRE	407,914.19	55,680.26	80,766.97
RHC	409,549.48	4,095.62	8,190.95
RHL	81,876.61	1,023.49	2,046.92
Total:		83,549.98	113,465.02

Approved By:

Alicia Senaw

RECAP 01 - Chaves County

Earnings: 532,413.71 Benefits: 1,157.65 Deductions: 83,549.98 Taxes: 81,064.14 Net Pay: 367,799.59



Packet: PYPKT03450 - ppe 12/21/25 Cert Pay CCDC/ SORT
Payroll Set: 01 - Chaves County

Pay Period: 12/09/2025 - 12/21/2025

Total Direct Deposits: 0.00
Total Check Amounts: 5,800.00

Males Paid: 7
Females Paid: 3
Unknown Paid: 0
Total Employees: 10

EARNINGS			TAXES			
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer
CERT	0.00	6,253.19	01-FEDWH	6,253.19	0.00	0.00
Total:	0.00	6,253.19	01-FICA	5,847.30	362.52	362.52
			01-MC WH	6,253.19	90.67	90.67
			01-ST WH	6,253.19	0.00	0.00
			01-Unemp	6,253.19	0.00	0.00
			Total:		453.19	453.19

RECAP 01 - Chaves County

Earnings:	6,253.19	Benefits:	0.00	Deductions:	0.00	Taxes:	453.19	Net Pay:	5,800.00

Approved By: *Riccia Senano*



Chaves County, NM

Detail Register

Payroll Summary

Packet: PYPKT03449 - ppe 12/21/25 Late Memo SO
Payroll Set: 01 - Chaves County

Pay Period: 12/08/2025 - 12/21/2025

Total Direct Deposits: 86.59
Total Check Amounts: 0.00

Males Paid: 1
Females Paid: 0
Unknown Paid: 0
Total Employees: 1

EARNINGS

Pay Code	Units	Pay Amount
SPOT	1.00	32.73
SPOTS	2.00	65.46
Total:	3.00	98.19

TAXES

Code	Subject To	Employee	Employer
01-FEDWH	88.83	0.00	0.00
01-MC WH	98.19	1.42	1.42
01-ST WH	88.83	0.00	0.00
01-Unemp	98.19	0.00	0.00
Total:		1.42	1.42

DEDUCTIONS

Code	Subject To	Employee	Employer
LEO	65.46	9.36	17.45
RHL	65.46	0.82	1.64
Total:		10.18	19.09

RECAP 01 - Chaves County

Earnings:	98.19	Benefits:	0.00	Deductions:	10.18	Taxes:	1.42	Net Pay:	86.59

Approved By:



Packet: PYPKT03451 - ppe 12/21/25 Finals
Payroll Set: 01 - Chaves County

Pay Period: 12/08/2025 - 12/21/2025

Males Paid: 1
Females Paid: 1
Unknown Paid: 0
Total Employees: 2

			Total Direct Deposits:	642.26			Females Paid:	1
			Total Check Amounts:	0.00			Unknown Paid:	0
							Total Employees:	2
EARNINGS			TAXES					
Pay Code	Units	Pay Amount	Code	Subject To	Employee	Employer		
VACC	29.29	695.46	01-FEDWH	695.46	0.00	0.00		
			01-FICA	695.46	43.12	43.12		
			01-MC WH	695.46	10.08	10.08		
			01-ST WH	695.46	0.00	0.00		
			01-Unemp	695.46	0.00	0.00		
				Total:	53.20	53.20		

RECAP 01 - Chaves County

Earnings:	695.46	Benefits:	0.00	Deductions:	0.00	Taxes:	53.20	Net Pay:	642.26

Approved By:

Local Budget Adjustment

December 2025

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
402-6-653-291-000	Local Budget Adjustment- Dec 2025	(10,000.00)
402-6-653-231-000	Local Budget Adjustment- Dec 2025	10,000.00
401-6-614-260-000	Local Budget Adjustment- Dec 2025	(174.00)
401-6-614-231-000	Local Budget Adjustment- Dec 2025	(500.00)
401-6-614-249-000	Local Budget Adjustment- Dec 2025	674.00
401-6-614-247-000	Local Budget Adjustment- Dec 2025	(1,000.00)
401-6-614-230-000	Local Budget Adjustment- Dec 2025	1,000.00

December 2025 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$667.96
401-6-612 Total	County Manager	\$482.19
401-6-613 Total	Human Resources	\$128.54
401-6-614 Total	Safety	\$2,221.43
401-6-616 Total	Fire & Emergency Services	\$2,410.96
401-6-619 Total	Working Capital	\$19,195.65
401-6-621 Total	Public Works	\$436.00
401-6-622 Total	Information Technology	\$21,084.46
401-6-624 Total	Planning & Zoning	\$145.68
401-6-631 Total	Finance Dept	\$149.45
401-6-632 Total	Community Development	\$82.56
401-6-641 Total	Detention Administration	\$1,269.58
401-6-645 Total	Juvenile CCJD	\$136.31
401-6-691 Total	Facility Maintenance	\$8,797.88
401-6-692 Total	Courthouse Maintenance	\$3,014.77
401-6-693 Total	Facility Maint. Health Dept.	\$1,556.26
401-6-694 Total	Facility Maint. CC Road Dept.	\$185.35
401-6-696 Total	Operating Exp - CCDC	\$2,018.30
401-6-699 Total	St. Mary Complex	\$1,989.13
401-7-721 Total	Clerk Admin	\$716.64
401-7-722 Total	Clerk Bureau Elec.	\$1,558.44
401-7-731 Total	Assessor Admin	\$195.58
401-7-732 Total	Assessor Appriasal	\$347.50
401-7-741 Total	Treasurer Dept.	\$9,770.54
401-7-751 Total	Sheriff Admin	\$1,065.07
401-7-752 Total	Sheriff Patrol & Investigation	\$3,544.94
402-6-651 Total	Road Admin	\$3,703.26
402-6-653 Total	Road Construction & Maintenance	\$30,363.40
407-8-811 Total	Dunken FD	\$203.31
408-8-812 Total	East Grand Plains FD	\$932.64
409-8-813 Total	Penasco FD	\$388.72
410-8-816 Total	Midway FD	\$3,107.65
410-8-828 Total	Midway FD	\$1,404.58
411-8-814 Total	Berrendo FD	\$680.37
411-8-820 Total	Berrendo FD	\$101.66
412-8-815 Total	Sierra FD	\$4,174.57
412-8-820 Total	Sierra FD	\$150.00
413-8-818 Total	Rio Felix FD	\$213.30
414-8-819 Total	Fire District #8	\$331.35
427-6-638 Total	Indigent	\$154.13
430-7-753 Total	Law Enforcement	\$4,936.04
432-7-761 Total	DWI	\$300.18
452-8-832 Total	Flood Dept.	\$1,762.20
628-7-733 Total	Assessor	\$347.50
650-6-684 Total	CCDC Construction Fund	\$11,609.04
670-6-671 Total	Internal Services	\$1,107.52
Grand Total		\$149,142.59

Bids/RFPs/SS/Emergency Procurements

FY26 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-26-01	Building Demolitions	08/10/25	09/09/25	Louis Jaramillo	<i>Awarded</i>
ITB-26-02	Cottonwood Lane Repair 2026	TBD	TBD	Alex Palomino	<i>Pending docs...</i>

FY26 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-26-01	Dental Benefits	11/01/25	12/02/25	Ana Nieto	<i>Recommended</i>
RFP-26-02	Inmate Medical Services	12/18/25	02/03/26	Michael Brisco	<i>Open</i>
RFP-26-03	Brokerage Services	TBD	TBD	Ana Nieto	<i>Pending...</i>

FY26 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-26-01	CASA - Girl's Circle & Boys Leadership Gender Specific Program	05/30/25	06/30/25	20,000.00
SS-26-02	CASA - AMPED Alternative Education Program	05/30/25	06/30/25	54,000.00
SS-26-03	CASA - Diversion Advocacy Program	05/30/25	06/30/25	42,500.00
SS-26-04	WINGS for L.I.F.E - Elementary School Program	05/30/25	06/30/25	50,000.00
SS-26-05	WINGS for L.I.F.E - Middle School Program	05/30/25	06/30/25	50,400.00
SS-26-06	Tyler Technologies	05/30/25	06/30/25	500,000.00
SS-26-07	Jail Management System	05/30/25	06/30/25	42,000.00
SS-26-08	Economic Development Corporation	05/30/25	06/30/25	200,000.00
SS-26-09	Extended Motorgrader Warranty 720591	12/08/25	12/08/25	27,917.00

FY26 Emergency

EM #	Description	Contractor	Posted	Amount

FY26 Quotes over \$30k

Project Description	Quote 1	Quote 2	Quote 3
Devonian Rd. Cleanup	\$42,680.46	\$50,333.41	2 declines
CCCH Safety Railing	\$53,951.34	\$61,880.75	\$68,652.43

CCSO Mileage Report
December, 2025

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Parts Vehicle-County Yard	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare at the Office	136,452	136,452	0
902	2009	Ford	F-150	Spare	215,996	215,996	0
903	2014	Ford	F-150	Spare	179,959	179,959	0
904	2005	Ford	F-550 Diesel	Command Post	0	0	0
905	2017	Ford	F-150	Romero, Richard	133,790	136,282	2492
908	2013	Ford	Taurus	At County Yard	170,387	170,387	0
909	2019	Ford	F-150	Pineda, Anthony	98,110	98,968	858
913	2016	Ford	Expedition 4x4	Salinas, Jeremy	105,824	105,824	0
915	2008	Dodge	Charger	Pending Approval Auction	109,542	109,542	0
916	2018	Ford	Explorer	Spare	155,000	155,000	0
917	2018	Ford	Explorer	At County Yard	117,804	117,804	0
918	2006	Ford	Van	At County Yard	122,402	122,402	0
922	2018	Ford	Explorer	Totaled-County Yard	106,260	106,260	0
929	2013	Ford	Explorer	Spare	103,026	103,026	0
930	2014	Ford	Taurus	Spare	79,927	79,927	0
933	2017	Ford	Explorer	Spare K-9 Unit	177,285	177,285	0
934	2017	Ford	Explorer	At County Yard	159,914	159,914	0
935	2017	Ford	Explorer	Parts Vehicle-County Yard	151,157	151,157	0
941	2014	Ford	Taurus	Spare	150,227	150,227	0
946	2014	Ford	Taurus	Spare *in shop	173,173	173,173	0
951	2010	Ford	Crown Victoria	At County Yard	107,970	107,970	0
956	2014	Ford	Taurus	Parts Vehicle-County Yard	149,343	149,343	0
957	2014	Ford	Taurus	Spare at the Office	150,784	150,784	0
961	2018	Ford	Van	Transport	41,838	41,838	0
962	2015	Dodge	Caravan	Transport-Academy Unit	171,146	171,146	0
966	2020	Ford	F-150	Ray, Mike	32,459	32,864	405
967	2019	Ford	F-150	Spare at the Office	93,896	93,896	0
968	2019	Ford	F-150	Serna, Jimmy	75,700	77,086	1,386
969	2019	Ford	F-150	Wrecked at County Yard	62,713	62,713	0
970	2019	Ford	F-150	Spare	78,217	78,217	0
971	2019	Ford	F-150	Spare	91,041	93,705	2,664
978	2019	Ford	F-150	Salas, Andres Spare	96,610	96,967	357
979	2020	Ford	F-150	Castro, Raul	106,870	107,282	412
980	2020	Ford	F-150	Parts Vehicle-County Yard	62,347	62,347	0
981	2020	Ford	F-150	Spare	112,527	114,534	2007
982	2020	Ford	F-150	Serrano, Agustin	138,663	139,585	922
985	2020	Dodge	Caravan	Transport	62,472	62,480	8
994	2020	Ford	F-150	Leyva, Claudia	105,035	105,765	730
995	2020	Ford	F-150	McDowell, Teddy	109,745	110,647	902
997	2020	Ford	F-150	Spare at the Office	93,037	93,037	0
999	2001	Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1001	2021	Chevy	Silverado	Yslas, Charles	32,682	32,871	189
1002	2021	Chevy	Silverado	Drake, Charles	59,495	60,473	978
1003	2019	Chevy	Silverado	Franklin, Olivia	172,874	173,326	452
1004	2021	Chevy	Tahoe	Cobos, Isaac	60,200	61,566	1,366
1005	2017	Ford	Explorer	Hardy, Travis	176,565	176,863	298

[illegible]

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report
December 2025

Total Number of Arrests: 77
Adult: 76
Juvenile: 1

Total Number of DWI's: 14

Total Number of Arrest Citations: 3
Adult: 1
Juvenile: 2

Total Number of Non-Traffic
Citations: 0
Total Number of Traffic Citations: 126
Total Number of Warning Traffic
Citations: 24

Total Number of Accident Reports: 25

**CHAVES COUNTY
ROAD DEPARTMENT**
1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360



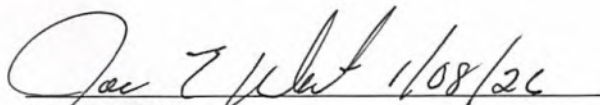
COMMISSIONERS
Dara Dana · District 1
Cliff Waide · District 2
Hub Corn · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

December 2025

MAN-HOURS	7,690.50	
MANPOWER COST		\$326,757.57
ON-CALL MANPOWER COST		\$875.00
MAN-HOURS ON ROAD PROJECTS	5,163.00	
MANPOWER COST ON ROAD PROJECTS		\$221,441.42
MILES BLADED	161.80	
MILES MOWED	89.50	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,536.80	
VEHICLE AND EQUIPMENT COSTS		\$231,069.65
GALLONS WATER HAULED	76,650.00	
COST OF CITY WATER		\$260.26
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	0.00	\$0.00
BASE COURSE USED ON ROAD PROJECTS	320.00	\$1,068.80
COLD MIX USED ON ROAD PROJECTS	104.40	\$9,657.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	300.00	\$1,800.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	1314.80	\$2,722.69
DIESEL (gallons)	6578.80	\$17,756.11
GAS - Dunken (gallons)	108.60	\$225.75
DIESEL - Dunken (gallons)	353.40	\$962.76
COST OF ROADWORK		\$486,964.44
COST OF SOLID WASTE		\$13,904.77


JOE E. WEST
ROAD OPERATIONS DIRECTOR

**CHAVES COUNTY TREASURER'S OFFICE
DISBURSEMENT REPORT - DECEMBER 2025**

Created Date	Payee	Check #	Amount	Note	Voided	Processed	By
Dec 10 2025	DFA - ADMINISTRATIVE SERVICES	12386	\$558,227.09	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:53:07 PM	cbedolla
Dec 10 2025	CENTRAL VALLEY SOIL & WATER	12388	\$1,258.21	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:57:01 PM	cbedolla
Dec 10 2025	COTTONWOOD-WALNUT CREEK S & W	12389	\$6,231.38	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:57:01 PM	cbedolla
Dec 10 2025	DFA - ADMINISTRATIVE SERVICES	12390	\$104,618.66	Grouped Check		Dec 10 2025 02:57:01 PM	cbedolla
Dec 10 2025	NEW MEXICO TAXATION AND REVENUE	12391	\$5,627.79	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:57:01 PM	cbedolla
Dec 10 2025	PENASCO SOIL & WATER	12392	\$2,307.78	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:57:01 PM	cbedolla
Dec 10 2025	STATE OF NEW MEXICO - CTF	12393	\$480.00	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:57:01 PM	cbedolla
Dec 10 2025	TOWN OF DEXTER	12394	\$5,337.43	disbursement from 10/31/2025 to 11/30/2025		Dec 10 2025 02:57:01 PM	cbedolla
Dec 17 2025	C & C ESCROW SERVICES, LLC	12395	\$1,178.36	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	C & C ESCROW SERVICES, LLC	12396	\$337.28	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	C & C ESCROW SERVICES, LLC	12397	\$2,292.22	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	C & C ESCROW SERVICES, LLC	12398	\$367.07	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	CASCADE FINANCIAL SERVICES	12399	\$17.56	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	CLEAVELAND, BRENDA; CLEAVELAND, CRAIG	12400	\$177.87	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	CORELOGIC	12401	\$15,523.06	Grouped Check		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	DUNFEE,THELMA M	12402	\$5.88	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	ELLIS VISSER	12403	\$1,591.20	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	ESQUIVEZ,BERTHA	12404	\$155.10	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	FIRST ROSWELL CO, ETAL	12405	\$197.42	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	GARCIA, MOISES	12406	\$13.94	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	LERETA, LLC	12407	\$7,215.26	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	MORRIS E. SCHERTZ	12408	\$1,851.85	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	SIERRA RANCH LLC	12409	\$148.22	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	SONIC ACCOUNTS PAYABLE	12410	\$2,136.00	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	UNITED CONTINENTAL NEW MEXICO, INC	12411	\$33.61	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	VEGA, FELIPE; VEGA, ADELITA	12412	\$32.86	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	WILSON CLEMENTS, MICHELLE	12413	\$35.46	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	WOODBURY,CORYTON CRUSE	12414	\$110.69	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	YEAGER, JUDITH A	12415	\$8.10	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 17 2025	YOUNG, JANE E; YOUNG, AARON D JR	12416	\$1,228.42	OVERPAYMENT		Dec 17 2025 01:33:58 PM	cbedolla
Dec 31 2025	MOLINAR, VERNON D	12417	\$17.94	OVERPAYMENT		Dec 31 2025 09:44:49 AM	cbedolla
Dec 31 2025	CORELOGIC	12418	\$1,848.66	Grouped Check		Dec 31 2025 09:45:10 AM	cbedolla
Dec 31 2025	MEDINA,DAVID	12419	\$287.07	OVERPAYMENT		Dec 31 2025 09:45:10 AM	cbedolla
Dec 31 2025	WALTHER,LINDA ; BRATCHER,LARRY	12420	\$60.98	OVERPAYMENT		Dec 31 2025 09:45:10 AM	cbedolla
Dec 31 2025	ZALE DELAWARE, INC	12421	\$12.84	OVERPAYMENT		Dec 31 2025 09:45:10 AM	cbedolla
Dec 31 2025	PAYMENT PROCESSING CENTER	12422	\$14.34	OVERPAYMENT		Dec 31 2025 09:45:10 AM	cbedolla
Dec 10 2025	DEXTER SCHOOLS DEBT SERV	ACH	\$234,184.53	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	HAGERMAN SCHOOLS	ACH	\$108,197.66	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	CITY OF ROSWELL	ACH	\$1,648,738.05	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	ROSWELL INDEPENDENT SCHOOL DIST.	ACH	\$2,028,583.04	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	LAKE ARTHUR SCHOOLS	ACH	\$50,094.48	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	ARTESIA SCHOOLS-CAP IMP HB33	ACH	\$17,581.77	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	CONSERVANCY	ACH	\$963,828.63	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	TOWN OF LAKE ARTHUR	ACH	\$1,175.01	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	TOWN OF HAGERMAN	ACH	\$3,456.00	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	ARTESIA SCHOOLS-CAP IMP	ACH	\$8,889.93	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	HAGERMAN SCHOOLS CAP IMPROV	ACH	\$26,413.46	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	ELIDA PUBLIC SCHOOLS #27 CAP IMPROV	ACH	\$1,670.50	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	ELIDA PUBLIC SCHOOLS #28 CAP IMPROV	ACH	\$1,233.15	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	LAKE ARTHUR SCHOOLS CAP IMPROV	ACH	\$18,442.22	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla
Dec 10 2025	DEXTER SCHOOLS CAP IMPROV	ACH	\$49,808.09	disbursement from 10/31/2025 to 11/30/2025		Dec 15 2025 12:00:00 AM	cbedolla

Dec 10 2025 ROSWELL INDEPENDENT SCHOOL DIST. CAP IMPROV
 Dec 10 2025 DEXTER SCHOOLS EDUC TECH
 Dec 10 2025 HAGERMAN-DEXTER SOIL & WATER
 Dec 10 2025 CHAVES COUNTY SOIL & WATER
 Dec 10 2025 EASTERN NM UNIVERSITY-ROSWELL
 Dec 10 2025 ARTESIA SCHOOLS-OP
 Dec 10 2025 HAGERMAN SCHOOLS OPERATIONAL
 Dec 10 2025 ELIDA PUBLIC SCHOOLS #28 OPERATIONAL
 Dec 10 2025 ELIDA PUBLIC SCHOOLS #27 OPERATIONAL
 Dec 10 2025 LAKE ARTHUR SCHOOLS OPERATIONAL
 Dec 10 2025 DEXTER SCHOOLS OPERATIONAL
 Dec 10 2025 ROSWELL INDEPENDENT SCHOOL DIST. OPERATIONAL
 Dec 10 2025 CITY OF ROSWELL

ACH	\$666,440.86	disbursement from 10/31/2025 to 11/30/2025
ACH	\$30,668.77	disbursement from 10/31/2025 to 11/30/2025
ACH	\$14,327.63	disbursement from 10/31/2025 to 11/30/2025
ACH	\$84,237.36	disbursement from 10/31/2025 to 11/30/2025
ACH	\$367,997.92	disbursement from 10/31/2025 to 11/30/2025
ACH	\$2,046.72	disbursement from 10/31/2025 to 11/30/2025
ACH	\$5,858.33	disbursement from 10/31/2025 to 11/30/2025
ACH	\$281.02	disbursement from 10/31/2025 to 11/30/2025
ACH	\$400.49	disbursement from 10/31/2025 to 11/30/2025
ACH	\$4,319.15	disbursement from 10/31/2025 to 11/30/2025
ACH	\$9,788.62	disbursement from 10/31/2025 to 11/30/2025
ACH	\$123,206.18	disbursement from 10/31/2025 to 11/30/2025
ACH	\$30.89	disbursement from 10/31/2025 to 11/30/2025
	<u>\$7,192,888.06</u>	

November 2025 Distribution - Taxing Authorities
 Refunds/Overpayments

\$7,155,988.80
\$36,899.26
\$7,192,888.06

Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla
 Dec 15 2025 12:00:00 AM cbedolla

Chaul Bng
 Chaves County Treasurer

COUNTY MANAGER

Bill Williams
 PO Box 1817
 Roswell, NM 88202-1817
 575-624-6602
 FAX 575-624-6631
 Email:
 bill.williams@chavescounty.gov

**COMMISSIONERS**

Dara Dana ➤ District 1
 R. Cliff Waide ➤ District 2
 Herbert 'Hub' Corn ➤ District 3
 Richard C. Taylor ➤ District 4
 Michael J. Perry ➤ District 5

Chaves County Clerk

Summary Report

12/1/2025-12/31/2025

CLERK FEES (EQUIPMENT)	\$ 6,652.00
GEN CLERK'S FEES	\$ 20,713.50
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 680.00
PROBATE	\$ 131.20
PHOTOCOPIES.....	\$ 745.00
GOVT GROSS RECEIPTS TAX	\$ 309.00
TOTAL AMOUNT:	\$29,230.70
TOTAL DOCUMENTS FILED	873
NEW MARRIAGE LICENSES	35
NEW PROBATES	13
NEW SURVEYS	8
NEW PLATS	4
VOTER CHANGES	629
NEW REGISTRANTS	361
REPUBLICANS	18289
DEMOCRATS	2433
OTHER	9848