

**CHAVES COUNTY BOARD OF COMMISSIONERS**  
**REGULAR BUSINESS MEETING AGENDA**

**September 17, 2020 – 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**

**APPROVAL OF MINUTES**

**PRESENTATION:** Safety Award- Ron Lethgo

**AGENDA ITEMS**

**A. AGREEMENTS AND RESOLUTIONS**

1. **A.** Ratification of Agreement A-20-027 Appropriation 20-E2492 in the amount of \$200,000.00 for the construction and equipping the County Complex Walking Trail
- B.** Ratification of Agreement A-20-028 Appropriation 20-E2493 in the amount of \$75,000.00 to make improvements to the cooling system at the Chaves County Courthouse
- C.** Ratification of Agreement A-20-029 Appropriation 20-E2494 in the amount of \$5,000,000.00 for Industrial Site Utility and Infrastructure Expansion
- D.** Ratification of Agreement A-20-030 Appropriation 20-E2495 in the amount of \$80,000.00 for Security System Upgrades for Chaves County Government Facilities
- E.** Ratification of Agreement A-20-031 Appropriation 20-E2500 in the amount of \$125,000.00 for Cooling System Upgrades for the County Administrative Center
- F.** Ratification of Agreement A-20-032 Appropriation 20-E2501 in the amount of \$400,000.00 for Security System Improvements for the County Courthouse
- G.** Ratification of Agreement A-20-033 Appropriation 20-E2502 in the amount of \$235,000.00 for Sheriff's Office Pursuit Vehicles

2. **A.** Ratification of Agreement A-20-036 CARES ACT Grant in the amount of \$537,500.00 for the purpose of providing Chaves County relief from COVID-19 related expenses and losses  
  
**B.** Ratification of Agreement A-20-037 CARES ACT Grant in the amount of \$337,750.00 for the purpose of providing Small Businesses Grant Funding in Chaves County to provide relief from COVID-19 related expenses and losses
3. Agreement A-20-038 between Chaves County and Armstrong Consultants, INC.
4. Resolution R-20-033 Ordering the Chaves County Assessor to Impose the 2020 Certified Tax Rates
5. Resolution R-20-034 Approval of Budget Adjustment
6. Resolution R-20-035 Deletion of Property and Proposed Disposition

**B. RFP/ITB'S**

7. RFP-20-3 Chaves County Courthouse Historic Window Replacement (Phase 1)
8. ITB-20-3 Chaves County Complex Trail Construction (Phase 1)

**C. OTHER BUSINESS**

9. DFA Approval of FY 20-21 Final Budget
10. Waive road cut fee for Berrendo Cooperative Water Users Association, Inc

**APPROVAL OF CHECKS  
APPROVAL OF REPORTS**

**UNSCHEDULED COMMUNICATIONS LIMITED TO THREE MINUTES PER VISITOR  
NOT TO EXCEED FIFTEEN MINUTES NO FORMAL ACTION TAKEN BY  
COMMISSION**

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

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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.

**AGENDA ITEM:** 1

Request Ratification of Approval for Items A through G, between the New Mexico Department of Finance and Administration and Chaves County for Appropriations totaling \$6,115,000.00

**MEETING DATE:** 9/17/2020

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** Ratification of Approval for Items A through G, Appropriations A-20-027 through A-20-033

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**Item Summary:**

Staff requests Ratification of approvals for Agreements:

- A) #A-20-027 Appropriation 20-E2492 in the amount of 200,000.00 for construction and equipping the County Complex Walking Trail.
- B) #A-20-028 Appropriation #20-E2493 in the amount of \$75,000.00 to make improvements to the cooling system at the Chaves County Courthouse.
- C) #A-20-029 Appropriation 20-E2494 in the amount of \$5,000,000.00 for Industrial Site Utility and Infrastructure Expansion.
- D) #A-20-030 Appropriation 20-E2495 in the amount of \$80,000.00 Security System upgrades for Chaves County Government Facilities.
- E) #A-20-031 Appropriation 20-E2500 in the amount of \$125,000.00 for Cooling System Upgrades for the County Administrative Center.
- F) #A20-032 Appropriation 20-E2501 in the amount of \$400,000.00 for Security System improvements for the County Courthouse.
- G) #A-20-033 Appropriation 20-E2502 in the amount of \$235,000.00 for Sheriff's Office Pursuit Vehicles.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreements A-20-027, A-20-028, A-20-029, A-20-030, A-20-031, A-20-032, A-20-033.

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

A

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24<sup>th</sup> day of August, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 148, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2492    \$200,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 148, Two Hundred Thousand Dollars**  
**(\$200,000.00) to plan, design, construct and equip a walking trail around the Chaves county complex in Chaves county.**

The Grantee's total reimbursements shall not exceed **Two Hundred Thousand Dollars (\$200,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals **Two Hundred Thousand Dollars (\$200,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- B. Project funds shall not be used for purposes other than those specified in the Project Description.
- C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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

Department: DFA/Local Government Division

Name: Maxx Hendren

Title: Project Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico,

Email: 87501 MaxxP.Hendren@state.nm.us

Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2024, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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


**GRANTEE**

Chaves County Government

Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)



Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Address: \_\_\_\_\_  
 (Complete Mailing, including Suite, if applicable)  
 \_\_\_\_\_  
 City, State, Zip  
 C. Phone No: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 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. 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 Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
 Division Fiscal Officer      Date

\_\_\_\_\_  
 Division Project Manager      Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \$ 0.00

*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: \_\_\_\_\_

<sup>1</sup> 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.

B

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24th day of August, 20 20, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 149, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2493    \$75,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 149, seventy-five thousand dollars (\$75,000.00) to plan, design, purchase and install improvements, including chiller cooling towers, for the cooling system at the county courthouse in Roswell in Chaves county.**

The Grantee's total reimbursements shall not exceed **Seventy-Five Thousand Dollars (\$75,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("**AIPP amount**")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals **Seventy-Five Thousand Dollars (\$75,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- B. Project funds shall not be used for purposes other than those specified in the Project Description.
- C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: (575) 624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx PL Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501  
Email: MaxxP.Hendren@state.nm.us  
Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

## **A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]


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

**GRANTEE**

Chaves County Government  
Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

  
Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- 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. 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 Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \_\_\_\_\_ **\$ 0.00**

*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: \_\_\_\_\_

<sup>1</sup> 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.

C

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24th day of August, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 150, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2494    \$5,000,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 150, five million dollars (\$5,000,000.00) to plan, design, construct, renovate, purchase, install and expand utilities and infrastructure, including water towers, power poles, utility lines, roads, sidewalks and pavement, at the Roswell industrial air center in Chaves county.**

The Grantee's total reimbursements shall not exceed **Five Million Dollars (\$5,000,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals **Five Million Dollars (\$5,000,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - B. Project funds shall not be used for purposes other than those specified in the Project Description.
  - C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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

Department: DFA/Local Government Division  
Name: Ms. Maxx PL Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico,  
Email: 87501 MaxxP.Hendren@state.nm.us  
Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

## **ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]


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

**GRANTEE**

Chaves County Government  
Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

  
Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Address: \_\_\_\_\_  
(Complete Mailing, including State, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- 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. 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 Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \$ 0.00 \_\_\_\_\_

*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: \_\_\_\_\_

1 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.

D

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24th day of August, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 151, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2495    \$80,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 151, eighty thousand dollars (\$80,000.00) to plan, design, construct, repair, replace, purchase and install security system upgrades, including emergency backup generator and security fencing, for Chaves county government facilities in Chaves county.**

The Grantee's total reimbursements shall not exceed **Eighty Thousand Dollars (\$80,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (\$0.00), which equals **Eighty Thousand Dollars (\$80,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - B. Project funds shall not be used for purposes other than those specified in the Project Description.
  - C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: (575) 624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx PL Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico,  
Email: 87501 MaxxP.Hendren@state.nm.us  
Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

Chaves County Government  
Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

  
Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- 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. 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 Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer      Date

\_\_\_\_\_  
Division Project Manager      Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \$ 0.00\_\_\_\_\_

*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: \_\_\_\_\_

<sup>1</sup> 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.

E

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24th day of August, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 156, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2500    \$125,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 156, One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to plan, design, purchase, repair and install improvements, including cooling towers and improvements to plumbing, electrical and water infrastructure, for the cooling system at the county administrative center in Roswell in Chaves county.**

The Grantee's total reimbursements shall not exceed **One Hundred Twenty-Five Thousand Dollars (\$125,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("0")<sup>[1]</sup>, if applicable, **Zero Dollars (\$0.00)**, which equals **One Hundred Twenty-Five Thousand Dollars (\$125,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- B. Project funds shall not be used for purposes other than those specified in the Project Description.
- C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: (575) 624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx PL Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico, 87501  
Email: MaxxP.Hendren@state.nm.us  
Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves County's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

Chaves County Government  
Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

  
Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- 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. 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 Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \$ 0.00 \_\_\_\_\_

*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: \_\_\_\_\_

1 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.

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**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24th day of August, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 157, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2501    \$400,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 157, four hundred thousand dollars (\$400,000.00) to plan, design, repair, replace, purchase and install security system improvements, including an emergency backup generator, security fencing and infrastructure improvements, at the county courthouse in Roswell in Chaves county.**

The Grantee's total reimbursements shall not exceed **Four Hundred Thousand Dollars (\$400,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("0")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals **Four Hundred Thousand Dollars (\$400,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - B. Project funds shall not be used for purposes other than those specified in the Project Description.
  - C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: (575) 624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx PL Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501  
Email: MaxxP.Hendren@state.nm.us  
Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

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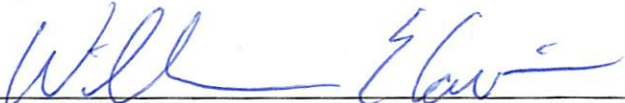
IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

**GRANTEE**

Chaves County Government  
Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

  
Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**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. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- 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. 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 Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \$ 0.00\_\_\_\_\_

*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: \_\_\_\_\_

<sup>1</sup> 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.

G

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 24th day of August, 2020, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 158, 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; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

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

**20-E2502    \$235,000.00    Appropriation Reversion Date: 6/30/2022**  
**Laws of 2020, Chapter 81, Section 35, Para. 158, Two Hundred Thirty-Five Thousand Dollars (\$235,000.00) to purchase and equip vehicles for the county sheriff's department in Roswell in Chaves county.**

The Grantee's total reimbursements shall not exceed **Two Hundred Thirty-Five Thousand Dollars (\$235,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("0")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals **Two Hundred Thirty-Five Thousand Dollars (\$235,000.00)** (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code 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, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that 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:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - B. Project funds shall not be used for purposes other than those specified in the Project Description.
  - C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: CD Project Specialist  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: ghunt@co.chaves.nm.us  
 Telephone: (575) 624-6689

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.

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Chief Financial Officer  
 Address: #1 St. Marys Place, Roswell, NM 88203  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: (575) 624-6646

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

Department: DFA/Local Government Division  
Name: Ms. Maxx PL Hendren  
Title: Project Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501  
Email: MaxxP.Hendren@state.nm.us  
Telephone: (505) 827-4747

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

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

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

B. In the event of Suspension of this Agreement, the Department's sole 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 Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

### **B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the 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.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

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

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

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

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Chaves County's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

1. submit all reports of annual audits and agreed upon procedures required by Section 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 Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. 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;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a 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 effective without 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 contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant 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, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

Chaves County Government  
Chaves County

By: William E. Cavin  
(Type or Print Name)

Its: Chairman, Chaves County Commission  
(Type or Print Title)

  
Signature of Official with Authority to Bind Grantee

8/24/2020  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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 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: \_\_\_\_\_

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: \$ 0.00

*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: \_\_\_\_\_

<sup>1</sup> 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.

**AGENDA ITEM:** 2

Request Ratification of Approval for Items A and B, between the New Mexico Department of Finance and Administration and Chaves County for Appropriations totaling \$875,250.00

**MEETING DATE:** 9/17/2020

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** Ratification of Approval for Items A through B, Agreements A-20-036 and A-20-037

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**Item Summary:**

Staff requests Ratification of approvals for Agreements:

- A) #A-20-036 CARES ACT Grant in the amount of \$537,500.00 for the purpose of providing Chaves County relief from COVID-19 related expenses and losses.
- B) #A-20-037 CARES ACT Grant in the amount of \$337,750.00 for the purpose of providing Small Businesses Grant funding in Chaves County to provide relief from COVID-19 related expenses and losses.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreements A-20-036 and A-20-037

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

A

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

CARES ACT FUNDING RECIPIENT:

**Chaves County**

<u>AWARD NUMBER:</u>	<u>FUNDING AMOUNT:</u>	<u>EXPIRATION DATE:</u>
CARES-04000-CHC	\$537,500	December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the “Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020” document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The recipient must submit these Exhibits, along with supporting document(s) as evidence of expenses. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.


CERTIFICATION

I hereby certify that **Chaves County**:

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The 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 may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in “CARES Act Funding Reimbursement” for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

  
 \_\_\_\_\_  
 CARES Act Funding Recipient Representative

September 1, 2020  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 CARES Act Funding Recipient CFO

September 1, 2020  
 \_\_\_\_\_  
 Date

076729276

\_\_\_\_\_  
DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

**APPROVAL**

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-04000-CHC) in the amount of (\$537,500).

\_\_\_\_\_  
Department of Finance & Administration Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Finance & Administration CFO

\_\_\_\_\_  
Date

CARES ACT FUNDING RECIPIENT:

Chaves County

AWARD NUMBER:

FUNDING AMOUNT:

EXPIRATION DATE:

CARES-BUS-04000-CHC

\$337,750

December 30, 2020

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

- 1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- 2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
- 3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the “Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020” document attached with this award letter.

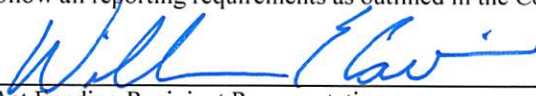
CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement and may request additional documentation (invoices, reports, etc.), as needed. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **Chaves County**:

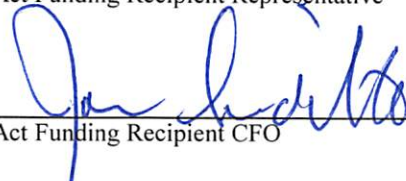
- 1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
- 2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
- 3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
- 4. Will follow the procedure described in “CARES Act Funding Reimbursement” for reimbursement of funds.
- 5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.



CARES Act Funding Recipient Representative

9/1/2020

Date



CARES Act Funding Recipient CFO

9/1/2020

Date

076729276

DUNS Reporting Number for System for Award Management (SAM)

Reimbursing Agency: Department of Finance & Administration

Business Unit: 34100

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (CARES-BUS-04000-CHC) in the amount of (\$337,750).

\_\_\_\_\_  
Department of Finance & Administration Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Finance & Administration CFO

\_\_\_\_\_  
Date

**AGENDA ITEM:**   3  

**Agreement A-20-038 between Chaves  
County and Armstrong Consultants, Inc.**

**MEETING DATE:** September 17, 2020

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approve Agreement

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**ITEM SUMMARY:**

This is a professional services agreement for Engineering and design services at Roswell Air Center (RAC). Armstrong is the firm that the City of Roswell uses for its projects at the RAC.

Staff recommends approval

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**SUPPORT DOCUMENTS:** Copy of Agreement A-20-038

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

# A-20-038

## PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND CONSULTANT

THIS IS AN AGREEMENT made as of September 17, 2020 between **CHAVES COUNTY, NEW MEXICO (CLIENT)** and **ARMSTRONG CONSULTANTS, INC. (CONSULTANT)**. CLIENT intends to fund improvements at the **ROSWELL AIR CENTER** (hereinafter called the **PROJECT**). The PROJECT may include, but not be limited to, the following items:

1. Utility and infrastructure extensions serving the south side of the airport
2. Large hangar development site civil and infrastructure
3. Provide Other Airport Planning, Engineering, Environmental, and Miscellaneous Airport Consulting Services as may be required.

The CLIENT and the CONSULTANT shall negotiate and approve separate written "Task Orders" which will be signed and approved by the parties for each individual task associated with this Agreement.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth herein and in the accompanying Task Orders.

CONSULTANT shall provide professional services for CLIENT in all phases of the PROJECT to which this Agreement applies, serve as CLIENT'S professional representative for the PROJECT as set forth below, and shall give professional consultation and advice to CLIENT during the performance of services hereunder.

### SECTION 1 - SERVICES OF CONSULTANT

- 1.1. Preparation or revision of the State grant applications;
- 1.2. Consult/coordinate with CLIENT, Airport Users, State Aeronautics, Airport Staff and other interested parties;
- 1.3. Complete design engineering in accordance with the Task Orders entitled "Further Description of Professional Services";
- 1.4. Complete Construction Period Services in accordance with Task Orders entitled "Further Description of Professional Services";
- 1.5. Complete Planning and Environmental Services in accordance with Task Orders entitled "Further Description of Professional Services of Engineer";
- 1.6. Perform miscellaneous Engineering services as requested by CLIENT.

### SECTION 2 - CLIENT'S RESPONSIBILITIES

CLIENT shall:

- 2.1. Provide all criteria and full information as to CLIENT'S requirements for the PROJECT, including design objectives and constraints, and any budgetary limitations.
- 2.2. Assist CONSULTANT by placing at its disposal all available information pertinent to the PROJECT, including previous reports and any other data relative to design or construction of the PROJECT.
- 2.3. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 2.4. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other CONSULTANTS as CLIENT deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- 2.5. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 2.6. Provide all accounting, legal, independent cost estimating, and insurance counseling services as may be required for the PROJECT.
- 2.7. Designate in writing a person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to CONSULTANT'S services.
- 2.8. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work of Contractor(s).
- 2.9. Bear all costs incident to compliance with the requirements of this Section 2.

### **SECTION 3 - PERIOD OF SERVICE**

- 3.1. The term of this Agreement shall be for a one (1) year period commencing on October 1, 2020 and ending on September 30, 2021, unless terminated in accordance with Section 6.9 and subject to annual appropriation of funds by the CLIENT for services described. This Agreement may be extended for three (3) additional one (1) year terms upon mutual consent of the parties.
- 3.2. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the CLIENT for the performance of this Agreement. If sufficient appropriations and authorization are not made by the CLIENT'S governing body, this Agreement shall terminate upon written notice being given by the CLIENT to the CONSULTANT. Payment for all services rendered prior to written notice being served upon the CONSULTANT shall be due and payable by the CLIENT. The CLIENT'S decision as to whether sufficient appropriations are available shall be accepted by the CONSULTANT and shall be final.

#### SECTION 4 - PAYMENTS TO CONSULTANT

- 4.1. CLIENT shall pay CONSULTANT for Services rendered as agreed by Task Orders entitled "Further Description of Professional Services".
- 4.2. CONSULTANT shall submit monthly statements. The statements will be based upon CONSULTANT'S estimate of the proportion of the total services actually completed at the time of billing. CLIENT shall make prompt payments in response to CONSULTANT'S monthly statements.
- 4.3. If CLIENT fails to make any payment due CONSULTANT for services and expenses within 30 days following submittal of a statement in accordance with Article 4.2, the amounts due CONSULTANT shall include a charge at the rate of 1 1/2% per month from said due date and, in addition, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until it has been paid in full all amounts due him for services and expenses.

#### SECTION 5 - OPINIONS OF COST

- 5.1. Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its development of a CONSULTANT'S Estimate provided for herein is to be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the construction industry; but CONSULTANT cannot and does not guarantee that bids will not vary from opinions of cost prepared by him. If CLIENT wishes greater assurance as to Construction Cost, it shall employ an independent cost estimator as provided in paragraph 2.6.
- 5.2. If the lowest bid exceeds the CONSULTANT'S Estimate, CLIENT shall (1) give written approval to increase such estimate, (2) authorize negotiating or rebidding the PROJECT within a reasonable time, or (3) cooperate in revising the PROJECT's extent or quality. In the case of (2) and/or (3) CONSULTANT shall, without additional charge, modify the Contract Documents. The providing of such service will be the limit of CONSULTANT'S responsibility in this regard and, having done so, CONSULTANT shall be entitled to payment for its services in accordance with this Agreement.

#### SECTION 6 - GENERAL CONSIDERATIONS

- 6.1. **Reuse of Documents.** All documents including Drawings and Specifications prepared by CONSULTANT pursuant to this Agreement are instruments of service in respect of the PROJECT. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT; and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.
- 6.2. **Release of AutoCAD Files.** The CONSULTANT may produce certain documents in whole or in part on a computer-aided design system (CAD). If the CLIENT requests electronic files of those Documents, the CONSULTANT and the CLIENT agree as follows:

- 6.2.1.** The CONSULTANT agrees to prepare and transmit electronic files containing Drawings as referenced above, such Drawings being devoid of certain title block information and professional seals.
- 6.2.2.** The CONSULTANT makes no representations as to the accuracy of the information contained on the drawing files, as the design engineering drawings are essentially diagrammatic in nature and are not intended to provide detailed graphic dimensional accuracy. Furthermore, the drawing information on the files may not contain all information resulting from addenda, change orders, and field executed changes that have not been incorporated into final record drawings. Therefore, the CLIENT understands that the use of the information provided is at its own risk. Accordingly, the CLIENT agrees to indemnify and hold harmless the CONSULTANT from all claims arising out of the use of the information contained in the files provided by the CONSULTANT to the CLIENT, including defense costs.
- 6.3. Plan Room.** CONSULTANT may submit bid documents to plan room for bidding purposes, but CONSULTANT has no control over the operation of the plan room. CLIENT therefore agrees to indemnify and hold CONSULTANT harmless against any claims of any nature by successful or unsuccessful bidders arising from or relating to the receipt of incomplete and / or erroneous bid information. CLIENT further agrees to be solely responsible for costs arising from or relating to rebidding the construction work, should the need for rebidding be caused, in whole or in part, by the receipt of incomplete and / or erroneous bid information through the plan room.
- 6.4. Controlling Law.** This Agreement is to be governed by the law of the principal place of business of CLIENT.
- 6.5. Successors and Assigns.**
- 6.5.1.** CLIENT and CONSULTANT each binds themselves and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.
- 6.5.2.** Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.5.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist him in the performance of services hereunder.
- 6.6. Insurance.** The CONSULTANT shall acquire and maintain statutory workmen's compensation coverage, employer's liability, comprehensive general liability, and professional liability insurance coverage.

**6.7. Indemnification.** To the extent authorized by controlling State law, each party (the “Indemnifying Party”) will indemnify and hold harmless the other party (the “Indemnified Party”) from and against liabilities, damages, losses, costs and expenses, including reasonable attorney fees, suffered by the Indemnified Party from or in any claims, suits, actions, or other proceedings brought against the Indemnified Party related to or arising out of this Agreement or the Services performed hereunder, to the extent caused by the negligent or other wrongful act or omission of the Indemnifying Party.

**6.8. Changes.** All Change Orders, Contract Extensions, Supplemental Agreements, and/or Amendments may be subject to State Aeronautics approval prior to their execution.

## **6.9. Termination of Services**

### **6.9.1. Termination for Convenience (Professional Services)**

The CLIENT may, by written notice to the CONSULTANT, terminate this Agreement for its convenience and without cause or default on the part of CONSULTANT. Upon receipt of the notice of termination, except as explicitly directed by the CLIENT, the CONSULTANT must immediately discontinue all services affected.

Upon termination of the Agreement, the CONSULTANT must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **6.9.2. Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a. Termination by CLIENT: The CLIENT may terminate this Agreement in whole or in part, for the failure of the CONSULTANT to:

1. Perform the services within the time specified in this contract or by CLIENT approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the PROJECT;
3. Fulfill the obligations of the Agreement that are essential to the completion of the PROJECT.

Upon receipt of the notice of termination, the CONSULTANT must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the CONSULTANT must deliver to the CLIENT all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the CONSULTANT under this contract, whether complete or partially complete.

CLIENT agrees to make just and equitable compensation to the CONSULTANT for satisfactory work completed up through the date the CONSULTANT receives the termination notice. Compensation will not include anticipated profit on non-performed services.

CLIENT further agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the CLIENT determines the CONSULTANT was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the CLIENT issued the termination for the convenience of the CLIENT.

- b. Termination by CONSULTANT: The CONSULTANT may terminate this Agreement in whole or in part, if the CLIENT:
  1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the CONSULTANT in accordance with the terms of this Agreement;
  3. Suspends the PROJECT for more than [180] days due to reasons beyond the control of the CONSULTANT.

Upon receipt of a notice of termination from the CONSULTANT, CLIENT agrees to cooperate with CONSULTANT for the purpose of terminating the agreement or portion thereof, by mutual consent. If CLIENT and CONSULTANT cannot reach mutual agreement on the termination settlement, the CONSULTANT may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the CLIENT's breach of the contract.

In the event of termination due to CLIENT breach, the CONSULTANT is entitled to invoice CLIENT and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the CONSULTANT through the effective date of termination action. CLIENT agrees to hold CONSULTANT harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**SECTION 7 - SPECIAL PROVISIONS, TASK ORDERS & SCHEDULES**

**7.1.** This Agreement is subject to the following special provisions.

**7.1.1.** This Agreement is supported by a CLIENT'S resolution stipulating that Armstrong CONSULTANTS, Inc. is authorized to perform the services as outlined in Task Orders to this contract.

**7.2.** This Agreement, together with the Task Orders and schedules identified above constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings.

This Agreement and said Task Orders and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**CLIENT:**  
**CHAVES COUNTY, NEW MEXICO**

**CONSULTANT:**  
**ARMSTRONG CONSULTANTS, INC.**

\_\_\_\_\_  
William E. Cavin, Chairman

\_\_\_\_\_  
Dennis A. Corsi, President

**ATTEST:**

\_\_\_\_\_  
Dave Kunko, County Clerk

**AGENDA ITEM:** 4

Resolution R-20-033 Ordering the  
Chaves County Assessor to Impose the  
2020 Certified Tax Rates

**MEETING DATE:** September 17, 2020

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approve Resolution

---

**ITEM SUMMARY:**

The County Commission receives a Certificate of Tax Rates from DFA each year in September. The Commission is required by statute to issue a written order imposing the tax at the rate set on the net taxable value of the property. A Resolution ordering the County Assessor to impose the rates must be approved each year. It is important to point out that these tax rates are set by the Secretary of DFA and not the County.

Rates will be provided prior to the meeting.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Resolution # R-20-033

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**RESOLUTION R-20-033  
ORDERING THE CHAVES COUNTY ASSESSOR TO  
IMPOSE THE 2020 CERTIFIED TAX RATES**

WHEREAS, the Secretary of the Department of Finance and Administration (DFA) in accordance with the Property Tax Code (Article 35-38, Chapter 7, NMSA 1978) sets the 2020 property tax rates for the governmental units in Chaves County, and

WHEREAS, Section 7-38-34, NMSA 1978 requires the Board of Commissioners to issue a written order imposing the tax rate set by the Secretary of DFA, and

WHEREAS, the Secretary of DFA has provided the County with the Certificate of Tax Rates for 2020 attached hereto as Exhibit #1.

NOW THEREFORE BE IT RESOLVED by the Chaves County Board of Commissioners that 2020 property taxes imposed at the rate certified by the New Mexico Department of Finance and Administration are hereby ordered to be imposed by the Chaves County Assessor.

DONE this 17<sup>th</sup> day of September, 2020.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
William E. Cavin, Chairman

\_\_\_\_\_  
Jeff Bilberry, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Dave Kunko  
County Clerk

\_\_\_\_\_  
Robert Corn, Member



State of New Mexico  
**Department of Finance & Administration**  
180 Bataan Memorial Building  
Santa Fe, New Mexico 87501  
Phone: (505) 827-4985  
Fax: (505) 827-4984  
[www.nmdfa.state.nm.us](http://www.nmdfa.state.nm.us)

**Michelle Lujan Grisham**  
GOVERNOR

**Deborah K. Romero**  
Acting Cabinet Secretary

September 1, 2020

The Honorable Will Cavin  
Chaves County  
P.O. Box 1597  
Roswell, NM 88202

Order Setting Property Tax Rates - 2020 Property Tax Year

Dear Commissioner Cavin,

Pursuant to NMSA 1978, Sections 7-37-7(A) and 7-38-33(A), I issue this order setting the 2020 tax rates in the attached Certificate of Property Tax Rates (Certificate) for all governmental units imposing rates in your county.

NMSA 1978, Section 7-38-34 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this rate-setting order. Before the Board issues its order, the county is responsible for ensuring that the rates are correct, in accordance with 3.6.50.11 (D) NMAC. To further those efforts, please immediately share the Certificate with all governmental units (other than the State) that have rates included in the Certificate, so that they may also check the accuracy of their rates. In addition, please note that the "percentage change I" used as specified in NMSA 1978, Section 7-37-7.1 (A) for yield control calculations this year was 1.77%.

Any questions concerning or suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Budget and Finance Bureau Chief, Brenda L. Suazo-Giles, at 505-670-9817; or Special Projects Analyst, Jolene Gonzales, at 505-827-4900.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deborah K. Romero".

Deborah K. Romero  
Acting Secretary of Finance & Administration

cc: Property Tax Division, Taxation & Revenue Department (via email)  
County Assessor (via email)  
County Treasurer (via email)

Enclosure(s): Certificate of Property Tax Rates

CHAVES COUNTY

Revised 9/1/2020

TAX YEAR 2020

NET TAXABLE VALUE:

	\$1,296,382,723									
MUNICIPALITY:	Roswell	Roswell			OIL & GAS	Equipment	Hagerman	Hagerman		
TAXABLE VALUE:	522,110,450	255,422,305	147,091,011	167,531,865	6,242,375	1,301,592	5,126,542	2,363,028	8,880,282	
CATEGORY:	1 In R	1 In NR	1 Out R	1 Out NR	1 OUT	1 OUT	6 In R	6 In NR	6 Out R	
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
<b>Total State</b>	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational	5.433	10.350	5.433	10.350	10.350	10.350	5.433	10.350	5.433	
County Debt Service										
<b>Total County</b>	5.433	10.350	5.433	10.350	10.350	10.350	5.433	10.350	5.433	
Municipal Operational	6.806	7.650	0.000	0.000	0.000	0.000	1.717	2.225	0.000	
Municipal Debt Service	0.527	0.527								
<b>Total Municipal</b>	7.333	8.177	0.000	0.000	0.000	0.000	1.717	2.225	0.000	
School District Operational	0.267	0.500	0.267	0.500	0.500	0.500	0.304	0.500	0.304	
School District Debt Service	5.649	5.649	5.649	5.649	5.649	5.649	5.141	5.141	5.141	
School Dist. Cap. Improvement	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	
H.B. 33 School Building	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
School District Ed. Tech. Debt Svc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
<b>Total School District</b>	7.916	8.149	7.916	8.149	8.149	8.149	7.445	7.641	7.445	
<b>Total State, County, Municipal, &amp; School District</b>	22.042	28.036	14.709	19.859	19.859	19.859	15.955	21.576	14.238	
Other:										
ENMU Roswell (1)	0.885	1.000	0.885	1.000	1.000	1.000	0.885	1.000	0.885	
ENMU Roswell Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	
N.M. Junior College Operating (6)										
Chaves SWConservancy District			1.000	1.000					1.000	
<b>Total Other</b>	0.885	1.000	1.885	2.000	1.000	1.000	0.885	1.000	1.885	
<b>GRAND TOTAL</b>	<b>22.927</b>	<b>29.036</b>	<b>16.594</b>	<b>21.859</b>	<b>20.859</b>	<b>20.859</b>	<b>16.840</b>	<b>22.576</b>	<b>16.123</b>	

Where Applicable:	Upper Hondo SWCD	Penasco SWCD	Hagerman/DexterSWCD		
Cattle Indemnity 10.000	Res: 0.500	Res: 1.000	Pecos Valley Art Cons.	4.000	(1) To ENMU Roswell (1) (3) To Artesia Board
Sheep/Goats/Swine/Alpaca 10.000	Non Res: 0.500	Non Res: 1.000	Cottonwood Walnut	2.761	(4) To Elida Board
Dairy Cattle 5.000	Central Valley SWCD		Chaves Flood	1.500	(5) To Tatum Board (6) To NM Junior College
Bison/Camelids/Ratite 10.000	Res: 0.500				
Horses/Asses/Mules 8.256	Non Res: 0.500				

CHAVES COUNTY

Revised 9/1/2020

TAX YEAR 2020

NET TAXABLE VALUE:

		\$1,296,382,723		OIL & GAS		Dexter		OIL & GAS		Equipment	
MUNICIPALITY:		OIL & GAS	Equipment	Dexter	Dexter	OIL & GAS	Equipment	OIL & GAS	Equipment	OIL & GAS	Equipment
TAXABLE VALUE:		Production	88,508	8,788,688	3,003,792	Production	82,996	Production	82,996	Production	82,996
CATEGORY:		6 OUT	6 OUT	8 In R	8 In NR	8 OUT	8 OUT	8 OUT	8 OUT	8 OUT	8 OUT
State Debt Service		1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
	<b>Total State</b>	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational		10.350	10.350	10.350	5.433	10.350	5.433	10.350	10.350	10.350	10.350
County Debt Service											
	<b>Total County</b>	10.350	10.350	10.350	5.433	10.350	5.433	10.350	10.350	10.350	10.350
Municipal Operational		0.000	0.000	0.000	1.162	2.225	0.000	0.000	0.000	0.000	0.000
Municipal Debt Service											
	<b>Total Municipal</b>	0.000	0.000	0.000	1.162	2.225	0.000	0.000	0.000	0.000	0.000
School District Operational		0.500	0.500	0.500	0.206	0.500	0.206	0.500	0.500	0.500	0.500
School District Debt Service		5.141	5.141	5.141	8.864	8.864	8.864	8.864	8.864	8.864	8.864
School Dist. Cap. Improvement		2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000	2.000
H.B. 33 School Building		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
School District Ed. Tech. Debt Svc		0.000	0.000	0.000	1.137	1.137	1.137	1.137	1.137	1.137	1.137
	<b>Total School District</b>	7.641	7.641	7.641	12.207	12.501	12.207	12.501	12.501	12.501	12.501
<b>Total State, County, Municipal, &amp; School District</b>		19.351	19.351	19.351	20.162	26.436	19.000	24.211	24.211	24.211	24.211
Other:											
ENMU Roswell (1)		1.000	1.000	1.000	0.885	1.000	0.885	1.000	1.000	1.000	1.000
ENMU Roswell Debt Service		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
N.M. Junior College Operating (6)											
Chaves SWConservancy District		1.000					1.000	1.000			
	<b>Total Other</b>	2.000	1.000	1.000	0.885	1.000	1.885	2.000	1.000	1.000	1.000
<b>GRAND TOTAL</b>		21.351	20.351	20.351	21.047	27.436	20.885	26.211	25.211	25.211	25.211

Where Applicable:		well Campus
Cattle Indemnity	10.000	rd of Education
Sheep/Goats/Swine/Alpaca	10.000	of Education
Dairy Cattle	5.000	d of Education
Bison/Camelids/Ratite	10.000	Col. Bus. Office
Horses/Asses/Mules	8.256	

CHAVES COUNTY

Revised 9/1/2020

TAX YEAR 2020

NET TAXABLE VALUE:

	\$1,296,382,723								
MUNICIPALITY:	Lake Arthur	Lake Arthur			OIL & GAS	Equipment			
TAXABLE VALUE:	1,658,966	1,253,682	2,632,808	18,405,085	Production	7,772,573	2,495,852	8,284,083	
CATEGORY:	20 In R	20 In NR	20 Out R	20 Out NR	20 OUT	20 OUT	14 R	14 NR	
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
<b>Total State</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>
County Operational	5.433	10.350	5.433	10.350	10.350	10.350	5.433	10.350	
County Debt Service									
<b>Total County</b>	<b>5.433</b>	<b>10.350</b>	<b>5.433</b>	<b>10.350</b>	<b>10.350</b>	<b>10.350</b>	<b>5.433</b>	<b>10.350</b>	
Municipal Operational	2.161	1.955	0.000	0.000	0.000	0.000	0.000	0.000	
Municipal Debt Service									
<b>Total Municipal</b>	<b>2.161</b>	<b>1.955</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	
School District Operational	0.320	0.500	0.320	0.500	0.500	0.500	0.370	0.500	(3)
School District Debt Service	9.603	9.603	9.603	9.603	9.603	9.603	0.000	0.000	(3)
School Dist. Cap. Improvement	1.951	2.000	1.951	2.000	2.000	2.000	1.972	2.000	(3)
H.B. 33 School Building	0.000	0.000	0.000	0.000	0.000	0.000	4.929	5.000	(3)
School District Ed. Tech. Debt Svc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	(3)
<b>Total School District</b>	<b>11.874</b>	<b>12.103</b>	<b>11.874</b>	<b>12.103</b>	<b>12.103</b>	<b>12.103</b>	<b>7.271</b>	<b>7.500</b>	
<b>Total State, County, Municipal, &amp; School District</b>	<b>20.828</b>	<b>25.768</b>	<b>18.667</b>	<b>23.813</b>	<b>23.813</b>	<b>23.813</b>	<b>14.064</b>	<b>19.210</b>	
Other:									
ENMU Roswell (1)	0.885	1.000	0.885	1.000	1.000	1.000			
ENMU Roswell Debt Service	0.000	0.000	0.000	0.000	0.000	0.000			
N.M. Junior College Operating (6)									
Chaves SWConservancy District									
<b>Total Other</b>	<b>0.885</b>	<b>1.000</b>	<b>0.885</b>	<b>1.000</b>	<b>1.000</b>	<b>1.000</b>	<b>0.000</b>	<b>0.000</b>	
<b>GRAND TOTAL</b>	<b>21.713</b>	<b>26.768</b>	<b>19.552</b>	<b>24.813</b>	<b>24.813</b>	<b>24.813</b>	<b>14.064</b>	<b>19.210</b>	

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	8.256

CHAVES COUNTY  
TAX YEAR 2020  
NET TAXABLE VALUE:

Revised 9/1/2020

	\$1,296,382,723	OIL & GAS Production	Equipment			OIL & GAS Production	Equipment		
MUNICIPALITY:									
TAXABLE VALUE:		0	0	770,841	5,420,487	141,213	28,964	42,950	60,124
CATEGORY:		14 OUT	14 OUT	27/28 R	27/28 NR	28 OUT	28 OUT	1L R	1L NR
State Debt Service		1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
<b>Total State</b>		1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational		10.350	10.350	5.433	10.350	10.350	10.350	5.433	10.350
County Debt Service									
<b>Total County</b>		10.350	10.350	5.433	10.350	10.350	10.350	5.433	10.350
Municipal Operational		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Municipal Debt Service									
<b>Total Municipal</b>		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
School District Operational		0.500 (3)	0.500 (3)	0.372 (4)	0.475 (4)	0.500 (4)	0.500 (4)	0.240 (5)	0.500 (5)
School District Debt Service		0.000 (3)	0.000 (3)	0.000 (4)	0.000 (4)	0.000 (4)	0.000 (4)	1.762 (5)	1.762 (5)
School Dist. Cap. Improvement		2.000 (3)	2.000 (3)	1.770 (4)	2.000 (4)	2.000 (4)	2.000 (4)	2.000 (5)	2.000 (5)
H.B. 33 School Building		5.000 (3)	5.000 (3)	0.000 (4)	0.000 (4)	0.000 (4)	0.000 (4)	0.000 (5)	0.000 (5)
School District Ed. Tech. Debt Svc		0.000 (3)	0.000 (3)	0.000 (4)	0.000 (4)	0.000 (4)	0.000 (4)	2.992 (5)	2.992 (5)
<b>Total School District</b>		7.500	7.500	2.142	2.475	2.500	2.500	6.994	7.254
<b>Total State, County, Municipal, &amp; School District</b>		19.210	19.210	8.935	14.185	14.210	14.210	13.787	18.964
Other:									
ENMU Roswell (1)									
ENMU Roswell Debt Service									
N.M. Junior College Operating (6)								3.618	5.000
Chaves SWConservancy District									
<b>Total Other</b>		0.000	0.000	0.000	0.000	0.000	0.000	3.618	5.000
<b>GRAND TOTAL</b>		19.210	19.210	8.935	14.185	14.210	14.210	17.405	23.964

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	8.256

**AGENDA ITEM:** 5 Resolution R-20-034  
**MEETING DATE:** September 17, 2020 Approval of Budget Adjustment

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Anabel Barraza, Assistant Finance Director

**ACTION REQUESTED:**  
Approval of Resolution R-20-034

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**ITEM SUMMARY:**

The Finance Department is requesting a budget adjustment for line items in exhibit 'A'. These adjustment are for various grants, a server for the detention center and IHC expenditures.

Staff recommends approval.

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**SUPPORT DOCUMENTS:**

Resolution R-20-034

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**SUMMARY BY:** Anabel Barraza

**TITLE:** Assistant Finance Director

**RESOLUTION R-20-034**

**BUDGET ADJUSTMENT REQUEST**

**WHEREAS**, at a regular meeting of the Board of Chaves County Commissioners held on September 17, 2020 the following was among the proceedings:

**WHEREAS**, the budget must be adjusted for fiscal year 2020-2021 expenditures and revenues; 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 20-21 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 17th day of September 2020.**

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
William E. Cavin, Chairman

\_\_\_\_\_  
Jeff Bilberry, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Dave Kunko  
County Clerk

\_\_\_\_\_  
Robert Corn, Member

**EXHIBIT 'A'**

<b>Account Number</b>	<b>Description</b>	<b>Amount</b>
631-6-696-260-608	CARES ACT CHAVES COUNTY	\$537,500
631-6-696-260-685	CARES ACT BUSINESS	\$337,750
631-4-405-806-000	CARES ACT GRANTS	< \$875,250 >
631-8-872-230-000	KEEP CC BEAUTIFUL SUPPLIES	\$6,500
631-8-872-260-000	KEEP CC BEAUTIFUL SERVICES	\$2,400
631-8-872-225-000	KEEP CC BEAUTIFUL DUES	\$2,650
631-4-402-821-000	KEEP CC BEAUTIFUL GRANT	< \$11,550.00 >
635-6682-380-000	SERVER EQUIPMENT	20,000
427-6-639-271-000	SAFETY NET CARE POOL	30,000
427-6-639-296-000	INDIGENT BURIAL	19,800

**AGENDA ITEM:** 6

Resolution R-20-035

**MEETING DATE:** September 17, 2020

Deletion of property &  
proposed disposition

**STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Lucia Serrano

**ACTION REQUESTED:**

Approval of Resolution R-20-035

---

**ITEM SUMMARY:**

Your approval of this resolution will allow staff to remove the attached inventory.

Exhibit 'A' has the assets listed.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:**

Resolution R-20-035

---

**SUMMARY BY:** Lucia Serrano

**TITLE:** Continuum/DWI Coordinator

**RESOLUTION R-20-035**

**DELETION OF PROPERTY AND PROPOSED DISPOSITION**

At a regular meeting of the Board of Chaves County Commissioners held on September 17, 2020 the following was among the proceedings:

**WHEREAS**, the property on the attached list has been declared obsolete, deleted, missing or beyond repair; and,

**WHEREAS**, the items listed in exhibit 'A' will be auctioned, deleted, or donated; and

**WHEREAS**, the Board of Chaves County Commissioners deems it necessary to dispose of items pursuant to provisions of the Procurement Code and other applicable State Statutes; and,

**NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO**, hereby approves the deletion of property from the County Inventory.

**BE IT FURTHER RESOLVED**, the State Auditor and DFA Local Government Division will be notified 30 days prior to the disposition of property listed in Exhibit 'A' attached.

**Done at Roswell, New Mexico, this 17<sup>th</sup> Day of September 2020.**

**BOARD OF CHAVES COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
William E. Cavin, Chairman

\_\_\_\_\_  
Jeff Bilberry, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Dave Kunko  
County Clerk

\_\_\_\_\_  
Robert Corn, Member

## Exhibit A

002376	R-20-035 PAGER- F.D.VOICE & TONE MOTOROLA PAGERMINIOTR III 2-TONE VIBRA PAGERWITH CARRYING CASE & CHARGER	CCFD#8
002377	R-20-035 PAGER- F.D.VOICE & TONE MOTOROLA PAGERMINIOTR III 2-TONE VIBRA PRAGERWITH CARRYING CASE & CHARGER	CCFD#8
002549	R-20-035 CHAIRHI BACK W/ARMS FOREST GREENROSIE	ASSESSOR
002628	R-20-035 CHAIRHI BACK W/SIDE ARMS, FOREST GREENMARYLynn	ASSESSOR
002638	R-20-035 CHAIRBEIGE W/ PRINTChief Deputy	ASSESSOR
006381	R-20-035 RADIO- Unit 849TK 780- MOBILE RADIO250 CHANNEL	CCFD#8
006828	R-20-035 VEHICLE Unit #8511983 GMC 7000 PUMPERW/E-ONE RODYLIC.#G24003	CCFD#8
006835	R-20-035 TV19"MT 1191A MEMOREXF.D	CCFD#8
006836	R-20-035 VCRSANSUNG 44DF.D	CCFD#8
008139	R-20-035 CALCULATORPURCHASING OFFICERS OFFICE	ROAD
008931	R-20-035 RADIO- F.D.HT1250 VHF 136-174 MHZ	CCFD#8
008932	R-20-035 RADIO- F.D.HT1250 VHF 136-174 MHZ	CCFD#8
008933	R-20-035 RADIO- F.DHT1250 136-174 MHZ	CCFD#8
009021	R-20-035 RADIO- F.DHT 1250 BATTERY, CLIP, CHARGER & MIC	CCFD#8
009022	R-20-035 RADIO- F.D.HT1250, BATTERY,CLIP, CHARGER & MIC	CCFD#8
009023	R-20-035 RADIO- F.D.HT 1250, BATTERY, CLIP, CHARGER & MIC	CCFD#8
009024	R-20-035 RADIO- F.D.HT 1250, BATTERY, CLIP, CHARGER & MIC	CCFD#8
009025	R-20-035 RADIO- F.D.HT 1250, BATTERY, CLIP, CHARGER & MIC	CCFD#8
009026	R-20-035 RADIO- F.D.HT 1250, BATTERY, CLIP, CHARGER & MIC	CCFD#8
010933	R-20-035 Radiotruck radio	CCFD#8
011760	R-20-035 Radio for new truck distict #8VFD	CCFD#8
012030	R-20-035 Kenwood Mobile Radio FD	CCFD#8
012167	R-20-035 Pressure WasherFD	CCFD#8
012354	R-20-035 Pagers	CCFD#8
012356	R-20-035 Pager	CCFD#8
012357	R-20-035 Pager	CCFD#8
012438	R-20-035 Monitor-Mark DOES NOT WORK	ASSESSOR
012477	R-20-035 Minitor V PagerFD	CCFD#8
012479	R-20-035 Minitor V Pager FD	CCFD#8
012691	R-20-035 VHF Radio w/programming FD	CCFD#8
012721	R-20-035 Kenwood RadioRadio Upstairs	CCFD#8
012918	R-20-035 CHANNEL RADIOSFD	CCFD#8
012919	R-20-035 CHANNEL RADIOSFD	CCFD#8
013237	R-20-035 Canon A510 Digital CameraDOES NOT WORK	ASSESSOR
013399	R-20-035 Radio and SuppliesFD	CCFD#8
013400	R-20-035 Radio and Supplies FD	CCFD#8
013401	R-20-035 Radio and Supplies FD	CCFD#8
013455	R-20-035 Pagers and chargersFD	CCFD#8
013456	R-20-035 pagers and chargersFD	CCFD#8
NA	2 Hose Reels	District 8
NA	3" Fill Hose	District 8
NA	Kenwood Radio SN B1702190	District 8
NA	Kenwood Radio SN B1702189	District 8
NA	Kenwood Radio SN B1702343	District 8
NA	Kenwood Radio SN 60400496	District 8
NA	Galls Model ST280- Code 3 Box	District 8
NA	Galls Model ST280- Code 3 Box	District 8
NA	Battery Charger	District 8
NA	HP Deskjst Printer S/N VN917422FN	District 8
NA	Scan Snap Scanner S/N AUVB096202	District 8
NA	26 Wildland Headlamps	District 8
NA	8 Set of Fire boots	District 8
NA	8 Wildland Helmets, 6 Fire Fighter Helmets, 7 Scuba Masks, 4 Wildland Goggles, 1-5 Gallon, Misc Straps	District 8
NA	5 Wildland Coveralls, 12 Wildland pants, 14 Wildland Shirts, 2 Nomex	District 8
NA	Wildland Clothing- 1 overall, 1 Jacket, 5 pants, 3 neck protectors, 3 shirts	District 8
NA	15 Lbs dry Chem Fire Extinguisher S/N WE58839	District 8
NA	15 Lbs dry Chem Fire Extinguisher S/N SX253878	District 8
NA	18Lbs of dry chem fire extinguisher Amerex Model 419	District 8
NA	2- 5 Gallon gas can	District 8
NA	Utility bed S/N 7615, 10 Fire Fighter Boots, 8 turn outs, 3pair turn out pants, 1 inner pants, 3 inner coats	District 8
NA	350 Gallon Metal Water Tank	District 8
NA	Craftsman Pressure Washer	District 8
NA	5 Voting Machines, Op Tech Scanner and blue tub, AVC's and Accessories, cardboard voting booths	Clerks
NA	33 Quik Sign Frames and 20 Small Black Carts	Clerks
NA	6 boxes of Book Binders for office paper	Assessors
NA	Black Acer Monitor	Assessors
NA	27 Voting Machine Tops	Clerks
42194	Radio Model #3692	District 8
3192	Motorola S/N 771F1D1BAYY	District 8
54077	Model 3672L4	District 8
6521	Kenwood Radio S/N 40400259	District 8

Item # 7

RFP-20-3- Chaves County Courthouse  
Historic Window Replacement (Phase 1)

Meeting Date: 09/17/2020

## STAFF SUMMARY

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**REQUESTED BY:** Sandra Rodriguez, CPO  
Purchasing Director

**ACTION REQUIRED:** Award RFP-20-3

---

### SUMMARY:

The following proposal was received under RFP-20-3 for Chaves County Courthouse Window Replacement (Phase 1).

### BIDDER

**BID**  
(GRT included)

Phoenix/Restoration and Construction, Ltd

\$285,277.00

Proposal for Phase I includes: Dome and third level window replacement, demolition, trim repair, painting and general contract work.

Funding for this project is through Appropriations 19-D2939.

Staff finds bid responsive to specifications and recommends award to Phoenix/Restoration and Construction, Ltd. If awarded, a contract will be brought back before the commission at the next commission meeting.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** RFP Summary

---

**Submitted by:** Sandra Rodriguez, CPO  
**Title:** Purchasing Director

# RFP SUMMARY

**RFP #:** RFP-20-3

**COMMODITY:** Historic Window Replacement

**USER DEPARTMENT(S):** Chaves County Courthouse

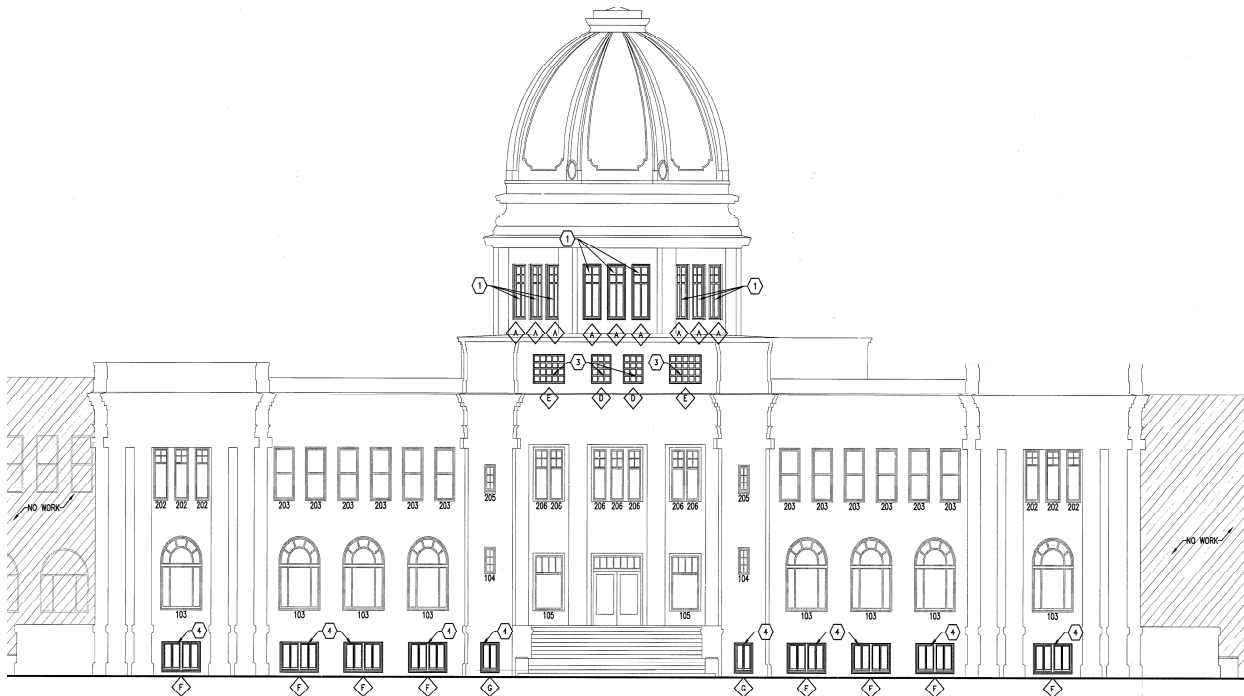
**SPECIFICATIONS BY:** NCA Architects & Planners

**ADVERTISED:** July 26, 2020 in the Roswell Daily Record, also distributed online via the NM Purchasing Group and Chaves County Webpage.

**ADDENDA ISSUED:** One

**OPEN DATE:** 08/27/2020

**SPECIFIC DESCRIPTION:** This project consists of removal of window sash at first and second floor levels and complete removal of windows at basement, third levels and dome. Installation of new sash and associated hardware and first and second level and installation of new insulated window units at basement, third and dome.



Item # 8

ITB-20-3- Chaves County Complex Trail  
Construction (Phase 1)

Meeting Date: 09/17/2020

## STAFF SUMMARY

---

**REQUESTED BY:** Sandra Rodriguez, CPO  
Purchasing Director

**ACTION REQUIRED:** Award ITB-20-3

---

### SUMMARY:

The following bid was received under ITB-20-3 for Chaves County Complex Trail Construction (Phase 1).

<b>BIDDER</b>	<b>BID</b> (GRT included)
Constructors, Inc., Carlsbad, NM	\$372,508.02

Funding for this project is through Appropriations 19-D2940 and 20-E2492 for a total of \$328,217.67. Chaves County will fund the remaining balance of \$44,290.35.

Staff finds bid responsive to specifications and recommends award to Constructors, Inc. If awarded, a contract will be brought back before the commission at the next commission meeting.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** RFP Summary/Recommendation Letter from Studio 27, Inc.

---

**Submitted by:** Sandra Rodriguez, CPO  
**Title:** Purchasing Director

## **RFP SUMMARY**

**RFP #:** RFP-20-3

**COMMODITY:** Walking Trail

**USER DEPARTMENT(S):** Chaves County

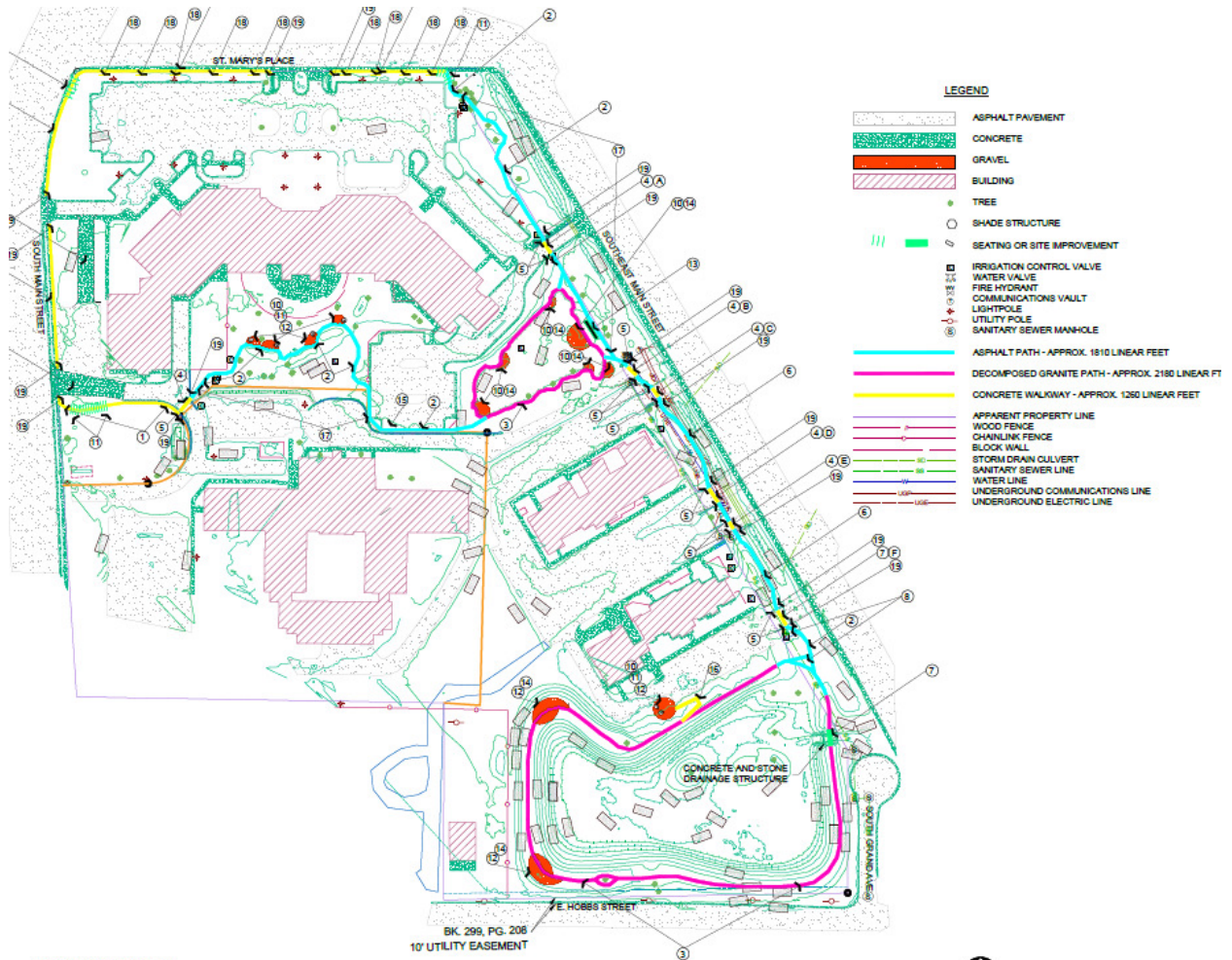
**SPECIFICATIONS BY:** Studio 27, Inc

**ADVERTISED:** August 9, 2020 in the Roswell Daily Record, also distributed online via the NM Purchasing Group and Chaves County Webpage.

**ADDENDA ISSUED:** Three

**OPEN DATE:** 09/03/2020

**SPECIFIC DESCRIPTION:** PROJECT CONSISTS OF SITE RENOVATIONS TO INSTALL PHASE ONE OF NEW FITNESS AND WALKING TRAIL AROUND CHAVES COUNTY ADMINISTRATIVE CENTER AT #1 ST. MARY'S PLACE. PROJECT TO INCLUDE ADDITION OF CONCRETE SIDEWALKS, ASPHALT WALKWAYS AND CRUSHED GRANITE PATHS ALONG WITH A NEW PEDESTRIAN BRIDGE AND ADA COMPLIANT CURB RAMPS.



1 ARCH SITE PLAN





500 N. Main St. Suite 616 • Roswell, NM 88201 • 817-907-6477 • [gregorydholman@gmail.com](mailto:gregorydholman@gmail.com)

September 10, 2020

Ms. Sandra L. Rodriguez  
Purchasing Director, CPO  
Chaves County  
#1 St. Mary's Place  
Roswell, NM 88203

Dear Ms. Rodriguez:

On Tuesday, September 3, 2020 bids were received for the Chaves County Complex Trail Construction project. At the time bids were received, only one responsive bidder was present and only one bid was received for the project, that being received from Constructors, Inc.

After review of the bid amount it was determined by the County that a Value Engineering (VE) process should be undertaken to reduce the overall bid cost for the project and a meeting was scheduled between Chaves County representation, Studio 27, Inc. (Architect) and representation from Constructors Inc. for Wednesday, September 9, 2020. After having received the amended Proposed Schedule of Values from Constructors Inc. dated September 10, 2020 which represents the VE reductions discussed on September 9, 2020, Studio 27, Inc. is recommending award of contract based upon the VE reduction amount to Constructors Inc. for the construction of the Chaves County Complex Trail Construction project for the amount of \$345,449.00 plus applicable GRT.

Thank you for your patience and participation through the design and coordination process of this very unique and exciting project. We look forward to seeing the Chaves County Complex Trail take shape for the betterment of our community.

Sincerely,

Gregory D. Holman, AIA  
Principal Architect  
Studio 27, Inc.

**AGENDA ITEM:** 9 DFA Approval of FY 20-21

**MEETING DATE:** September 17, 2020 Final Budget

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Anabel Barraza, Assistant Finance Director

**ACTION REQUESTED:**

DFA Approval of the Final Budget for the minutes - no motion required

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**ITEM SUMMARY:**

The attached letter from DFA - Local Government Division was received indicating its official approval of our final budget for FY 2020-2021

No other action is required.

In accordance with Section 6-6-2 (E) NMSA 1978, the Local Government Division (LGD) has reviewed and certified the final budget for fiscal year 2020-2021

Budgets approved by the Division are required to be made a part of the minutes of our governing body according to Section 6-6-5 NMSA 1978.

---

**SUPPORT DOCUMENTS:**

Letter from DFA - Local Government Division

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**SUMMARY BY:** Anabel Barraza

**TITLE:** Assistant Finance Director

MICHELLE LUJAN GRISHAM  
GOVERNOR



DEBORAH K. ROMERO  
ACTING CABINET SECRETARY

DONNIE J. QUINTANA  
DIRECTOR

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501  
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

August 12, 2020

The Honorable William E. Cavin  
Chaves County  
P.O. Box 1597  
Roswell, NM 88202

Dear Commissioner Cavin:

The final budget for your local government entity for Fiscal Year 2020-2021, as approved by your governing body, has been examined and reviewed. The Department of Finance and Administration, Local Government Division (LGD) finds it has been developed in accordance with applicable statutes and budgeting guidelines, and sufficient resources appear to be available to cover budgeted expenditures. In addition, the *Budget Certification of Local Public Bodies* rule, 2.2.3 NMAC, requires that your entity's audit or "Agreed Upon Procedures" (per the *Tier System Reporting* rule, 2.2.2.16 NMAC) for Fiscal Year 2019 should have been submitted to the Office of the State Auditor as of this time. The LGD's information indicates that you are in compliance with this requirement. Therefore, in accordance with Section 6-6-2E NMSA 1978, the LGD certifies your entity's final Fiscal Year 2020-2021 budget.

Please take note that state statute requires all revenue sources be expended only for public purposes, and if applicable, in accordance with the Procurement Code, Chapter 13, Article 1, NMSA 1978. Use of public revenue is governed by Article 9, Section 14 of the Constitution of the State of New Mexico, commonly referred to as the anti-donation clause.

Budgets approved by the LGD are required to be made a part of the minutes of your governing body according to Section 6-6-5 NMSA 1978. In addition, Section 6-6-6 NMSA 1978 provides that the approved budget is binding on local officials and governing authorities; and any official or governing authority approving claims or paying warrants in excess of the approved budget or available funds will be liable for the excess amounts.

**Finally, as required by Section 6-6-2H NMSA 1978, LGD is required to approve all budget increases and transfers between funds not included in the final approved budget via submission on the Local Government Budget Management System (LGBMS).**

If you have questions regarding this matter, please contact Erica Cummings of my staff at [erica.cummings@state.nm.us](mailto:erica.cummings@state.nm.us).

Sincerely,

A handwritten signature in cursive script that reads "Donnie J. Quintana".

On behalf of:

Donnie J. Quintana, Director  
Local Government Division

xc: file

**AGENDA ITEM:** 10

Waive road cut fee for  
Berrendo Cooperative Water  
Users Association, Inc

**MEETING DATE:** September 17, 2020

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, Public Services Director

**ACTION REQUESTED:** Waive Fee for Road Cut

---

**ITEM SUMMARY:**

The Chaves County Right-of Way Use Permit Ordinance requires that road pavement excavations in excess of 24" be approved by the Chaves County Board of Commissioners. Normally, this would be done prior to an excavation however, on August 25, 2020, Berrendo Cooperative Water Users Association, Inc. was forced to perform an emergency repair to a line that had ruptured. The line at 714 Georgia Road required an excavation measuring 22' x 3'. The road cut fee was determined to be \$2,210.00. The road was repaired as per Ordinance #44 requirements. Berrendo Water Cooperative continues to provide a valuable service to the residents of Chaves County.

Staff recommends waiver of road excavation fee.

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**SUPPORT DOCUMENTS:** fee schedule from Ordinance #44, permit application

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**SUMMARY BY:** Bill Williams

**TITLE:** Public Services Director

## **SECTION XI – FEES**

- A. The fees will cover the permit, plan checking, and inspection.
- B. The amount of the permit fee will be computed as follows:
  - 1. There shall be a minimum fee for each permit in the amount of \$50.00. This includes one installation up to ten feet long, off of the traveled roadway.
  - 2. Each additional foot of underground installation in a County maintained right-of-way shall be calculated as follows (based on project total feet):
    - a. 0 feet to 1,000 feet maximum at \$0.50 per foot.
    - b. 0 feet to 2,000 feet maximum at \$0.40 per foot.
    - c. 0 feet to 5,000 feet maximum at \$0.30 per foot.
    - d. 0 feet to 10,000 feet maximum at \$0.20 per foot.
    - e. Over 10,000 feet at \$0.10 per foot.
    - f. Installations in a non-maintained right-of-way shall not be assessed an additional fee in excess of the minimum permit fee.
  - 3. Each additional foot of aerial installation at \$0.10 per foot.
  - 4. Each excavation of a non-paved, maintained roadway at \$120.00 each.
  - 5. Each jacking and boring under a maintained roadway at \$50.00 each.
  - 6. Any excavation of a paved roadway at \$1,100.00 each.
  - 7. Excavations over Six (6) inches up to eighteen (18) inches \$1500.00 each.
  - 8. Excavations over Eighteen (18) inches to twenty-four (24) inches \$1800.00 each.
  - 9. Excavations over twenty-four (24) inches by Board of Commissioners approval only.
- C. Payment shall be made in the form of a check, money order, or draft made payable to Chaves County.
- D. The County reserves the right to waive the fees on aerial crossing provided the crossing does not affect the right-of-way.
- E. The County reserves the right to waive fees for entry into a substructure opening.
- F. A request for waiver of fees must take place prior to commencing work, except in the case of emergency repairs where it must be requested at the next meeting of the Chaves County Board of Commissioners.

**UTILITY COST NOTIFICATION**

Chaves County Right-of-way use Permit

Date 8/31/20  
 Applicant Berrendo Water Address 2004 E 19<sup>th</sup>  
Roswell NM  
 Permit Fee \$ 2,210 Permit Number 2406  
665ft Road cut  
+ 50° permit fee  
Printed by ADP Inc. • (575) 824-2700 • ADP #1916  
Ag Gurule  
 Agent

**PERMIT FOR INSTALLATION OF UTILITIES ALONG PUBLIC ROADS**

TO: **CHAVES COUNTY BOARD OF COMMISSIONERS** Permit No. 2406  
 c/o Chaves County Road Department – Attn: Angelo Gurule  
 1505 E. Brasher Rd.  
 Roswell, NM 88203

APPLICATION is hereby made by: Elizabeth Drabek

Date: August 25, 2020

Berrendo Cooperative Water Users Association.  
 2004 E. 19<sup>th</sup> Street. Roswell, NM 88201  
 575-623-7665  
 Email: Berrendowua@gmail.com

for permission to locate, install and maintain a Water Line Repair  
 for the purpose of Water Distribution  
 along or across the following described public road: Please see attached map. \_\_\_\_\_  
Location: 714 Georgia Road. Cut in the Road 22x3.

**THE UNDERSIGNED APPLICANT RESPECTFULLY SHOWS:**

1. That the applicant will at all times indemnify and save harmless the County of Chaves and all governmental subdivisions and all boards, officers, and employees thereof from any and all claims of every kind or character caused by or incident to the construction, location, maintenance, or condition of said Water Line Repair and will promptly reimburse the County and all such subdivisions, boards, officers, and employees for any and all cost and expenses incurred by them or any of them in resisting any such claim or claims.
2. That if by reason of any change in the location, construction or grade of the public road upon which any portion of said Water Line Repair is constructed, or by reason of changing traffic conditions or otherwise, it shall become advisable in the opinion of the Board of County Commissioners that said \_\_\_\_\_ should be removed or relocated, the Applicant, upon receipt of written instructions from the Board of County Commissioners, will remove said Water Line Repair or change its location in such a manner as the Board of County Commissioners may approve, without expense to the County.
3. That said Water Line Repair will at all times be kept in good repair, free from leaks or breaks of any kind, which may injure the public road or inconvenience the traveling public.
4. That Chaves County Ordinance No. 44 (by reference) shall be incorporated in this agreement and that the Applicant shall fully comply with said Ordinance while performing any and all work associated with this permit.
5. That following completion of any and all work involved in the installation and maintenance of utilities along the public road, Applicant stipulates and agrees that the property shall be returned to its original condition or better.
6. That the approval of the proposed construction of said Water Line Repair as applied for and aforesaid shall not be construed as granting any title or easement to any property of the County of Chaves.
7. That if the Applicant should at any time fail to promptly and fully perform all of the obligations imposed upon him, the Board of County Commissioners may, at their option, cause the same to be fully carried out and performed, and the Applicant will promptly reimburse the Board of County Commissioners for all costs and expenses incident thereto.
8. That the Board of County Commissioners of Chaves County, or their designee or employee, shall have the right to inspect all work performed by Applicant in the installation and maintenance of the utility along the public road. Said right of inspection shall include the right to approve or disapprove of the work being performed, the authority to order that

all work involving the installation or maintenance of utilities along a public road ceases until such time as the Applicant shall bring the installation or maintenance into compliance with the reasonable request of the County, and shall further include the right to order additional work to be performed to return the property affected by the installation or maintenance of utilities to its original condition.

- 9. This agreement shall be binding upon any contractors, subcontractors, the successors and assigns of the Applicant.
- 10. The granting of approval of the proposed construction so applied for, either in accordance with said application or pursuant to any modification thereof which is accepted by the Applicant, shall constitute an acceptance of this agreement by the Board of County Commissioners, and order the same as a binding contract.
- 11. The Applicant proposes to commence the work applied for with this permit on or about 8.25.2020 and estimates the work to be fully completed in 8.25.2020 calendar days after commencement.
- 12. The authority to perform any work in any County street or road right-of-way shall terminate ninety (90) calendar days after the date of approval of this permit, unless a written request for extension of the termination date has been filed with and approved by the Chaves County Road Operations Director.
- 13. Witness whereof said Applicant has caused these presents to be executed by its duly authorized officers on this 31 day of Aug, 2020.

(Please enclose plat)

BY: Mike Brumlow  
TITLE: Service Manager

APPROVAL OF THIS PERMIT IS HEREBY GRANTED (OR DENIED) THIS 31 DAY OF Aug, 2020.

RECOMMENDED FOR APPROVAL BY: Angelo Garcia PROJECT SUPERVISOR  
BOARD OF COUNTY COMMISSIONERS  
Joe Zwick CHAIRMAN

APPROVED BY: Joe Zwick 8/31/2020  
ROAD OPERATIONS DIRECTOR



Approval of Checks

Approval of Checks

Commission Meeting 17-Sep-20

---

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Joe Sedillo, Finance Director  
(624-6646)

**ACTION REQUESTED:**  
Approval of Checks

---

**ITEM SUMMARY:**

A/P:	07-Aug-20	\$730,237.52
	14-Aug-20	\$178,134.38
	21-Aug-20	\$378,916.98
	28-Aug-20	\$71,265.49
PAYROLL:	09-Aug-20 REGULAR	\$282,084.74
	LEAVE CONVERSION	\$515.73
	FIRE	\$34.29
	23-Aug-20 REGULAR	\$291,278.68
	FINALS	\$949.84

Grand Total Checks to be Approved: \$1,933,417.65

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**SUPPORT DOCUMENTS:**

Copies of Bills Lists

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**SUMMARY BY:** Cindy Mealand

---

**TITLE:** A/P Officer

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  
T Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Robert Corn · District 4  
William E. Cavin · District 5

Finance Director  
Joe Sedillo

County Manager  
Stanton L. Riggs

**Final Payment Register**

Date: 8-7-20  
Packet# 01446

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8-14-20  
Packet# 01452

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8-21-20  
Packet# 01457

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8-28-20  
Packet# 01464

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
William E. Cavin, Chairman

\_\_\_\_\_  
Jeff Bilberry, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Dave Kunko  
County Clerk

\_\_\_\_\_  
Robert Corn, Member



# Expense Approval Register

Packet: APPKT01446 - CHECK RUN/08/07/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ABC PROPANE</b>					
ABC PROPANE	236951	08/01/2020	ACCT.#102721	452-8-832-223-000	940.06
ABC PROPANE	236952	08/01/2020	ACCT.#102721	452-8-832-223-000	1,911.04
ABC PROPANE	236991	08/01/2020	ACCT.#102721	452-8-832-223-000	1,406.48
ABC PROPANE	236992	08/01/2020	ACCT.#102721	452-8-832-223-000	900.98
ABC PROPANE	237019	08/01/2020	ACCT.#102721	452-8-832-223-000	1,831.60
<b>Vendor ABC PROPANE Total:</b>					<b>6,990.16</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	24274	08/01/2020	ACCT.#10693	402-6-653-223-000	2,478.82
<b>Vendor BELL GAS INC. Total:</b>					<b>2,478.82</b>
<b>Vendor: BERRENDO CO-OP WATER USERS</b>					
BERRENDO CO-OP WATER U	CC021332	08/01/2020	ACCT.#J1720000	402-6-651-341-000	64.89
<b>Vendor BERRENDO CO-OP WATER USERS Total:</b>					<b>64.89</b>
<b>Vendor: BOHANNAN HUSTON INC</b>					
BOHANNAN HUSTON INC	000110933	08/05/2020	PROJECT #20210160	402-6-651-260-000	1,624.69
<b>Vendor BOHANNAN HUSTON INC Total:</b>					<b>1,624.69</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC021329	08/01/2020	ACCT.#10114001	410-8-816-341-000	311.61
CENTRAL VALLEY ELECTRIC C	CC021329	08/01/2020	ACCT.#23898800	410-8-816-341-000	17.56
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#12001802	401-6-691-243-000	45.17
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#12209501	401-6-691-243-000	340.42
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#10147201	401-6-691-243-000	49.01
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#23133100	410-8-816-341-000	160.99
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#6695501	414-8-819-341-000	102.25
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#24208300	437-6-659-341-000	37.23
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#24186400	437-6-659-341-000	45.88
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#22987100	437-6-659-341-000	43.81
CENTRAL VALLEY ELECTRIC C	CC021330	08/01/2020	ACCT.#12412501	437-6-659-341-000	46.05
CENTRAL VALLEY ELECTRIC C	CC021331	08/01/2020	ACCT.#12026501	411-8-814-341-000	51.68
CENTRAL VALLEY ELECTRIC C	CC021331	08/01/2020	ACCT.#12413101	411-8-814-341-000	9.54
CENTRAL VALLEY ELECTRIC C	CC021331	08/01/2020	ACCT.#12413301	411-8-814-341-000	8.78
CENTRAL VALLEY ELECTRIC C	CC021331	08/01/2020	ACCT.#12413201	411-8-814-341-000	67.42
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,337.40</b>
<b>Vendor: CHAVES COUNTY CASA</b>					
CHAVES COUNTY CASA	CC021315	08/04/2020	ANNUAL ALLOCATION/JULY-5	401-7-751-267-000	5,000.00
<b>Vendor CHAVES COUNTY CASA Total:</b>					<b>5,000.00</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC021308	08/01/2020	ACCT.#137417-52230	402-6-653-291-000	8.03
CITY OF ROSWELL	CC021310	08/01/2020	ACCT.#137417-52236	402-6-653-291-000	67.27
CITY OF ROSWELL	CC021312	08/01/2020	ACCT.#137417-52240	402-6-653-291-000	43.18
CITY OF ROSWELL	CC021314	08/01/2020	ACCT.#137417-52246	402-6-653-291-000	163.66
CITY OF ROSWELL	CC021334	08/01/2020	ACCT.#137415-52228	452-8-832-341-000	17.47
<b>Vendor CITY OF ROSWELL Total:</b>					<b>299.61</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC021306	08/03/2020	ANNUAL ALLOCATION/FY20-	635-6-671-409-000	144,744.40
<b>Vendor CITY OF ROSWELL Total:</b>					<b>144,744.40</b>
<b>Vendor: CONSTRUCTORS INC</b>					
CONSTRUCTORS INC	126078	08/01/2020	ACCT.#11390	402-6-653-290-000	10,659.00
CONSTRUCTORS INC	126079	08/01/2020	ACCT.#11390	402-6-653-290-000	5,745.48
<b>Vendor CONSTRUCTORS INC Total:</b>					<b>16,404.48</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-105424	08/01/2020	ACCT.#CHAVESCOUNTY	401-6-691-230-000	151.00
COOPERATIVE EDUCATIONAL	24-105650	08/03/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,203.42
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>1,354.42</b>
<b>Vendor: CUMBERLAND WATER CO-OP</b>					
CUMBERLAND WATER CO-O	CC021324	08/01/2020	ACCT.#G215	401-6-691-341-000	39.40
CUMBERLAND WATER CO-O	CC021325	08/01/2020	ACCT.#G105	410-8-816-341-000	29.58
CUMBERLAND WATER CO-O	CC021326	08/01/2020	ACCT.#B1085	408-8-812-340-000	33.92
<b>Vendor CUMBERLAND WATER CO-OP Total:</b>					<b>102.90</b>
<b>Vendor: DEERE CREDIT, INC</b>					
DEERE CREDIT, INC	2367411	08/01/2020	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2367412	08/01/2020	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2367413	08/01/2020	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2367414	08/01/2020	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2369171	08/01/2020	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT, INC	2369172	08/01/2020	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
<b>Vendor DEERE CREDIT, INC Total:</b>					<b>19,357.78</b>
<b>Vendor: DIANNE MEDA</b>					
DIANNE MEDA	FY 21-1 SCREEN-1	08/03/2020	LDWI DISTRIBUTION/FY 20-2	432-7-761-267-000	600.00
DIANNE MEDA	FY 21-1 SCREEN	08/03/2020	LDWI DISTRIBUTION/FY 20-2	432-7-766-267-000	2,400.00
<b>Vendor DIANNE MEDA Total:</b>					<b>3,000.00</b>
<b>Vendor: FRANK G. MAGOURILOS</b>					
FRANK G. MAGOURILOS	FY 21-1 FM	08/03/2020	LDWI DISTRIBUTION/FY 20-2	432-7-761-267-000	1,100.00
<b>Vendor FRANK G. MAGOURILOS Total:</b>					<b>1,100.00</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	7949	08/01/2020	PERMIT #5324	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	7977	08/01/2020	PERMIT #5328	427-6-639-296-000	600.00
<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>					<b>1,200.00</b>
<b>Vendor: HOLLYFRONTIER CORP</b>					
HOLLYFRONTIER CORP	200172832	08/01/2020	ACCT.#1100353	402-6-653-290-000	11,064.73
HOLLYFRONTIER CORP	200172833	08/01/2020	INV.#200174223/ACCT.#110	402-6-653-290-000	-1,131.84
HOLLYFRONTIER CORP	200172833	08/01/2020	ACCT.#1100353	402-6-653-290-000	11,708.24
HOLLYFRONTIER CORP	200174222	08/01/2020	ACCT.#1100353	402-6-653-290-000	137.03
<b>Vendor HOLLYFRONTIER CORP Total:</b>					<b>21,778.16</b>
<b>Vendor: J &amp; H SERVICES INC</b>					
J & H SERVICES INC	CC021307	08/03/2020	PROFESSIONAL SERVICES	631-8-884-247-000	90,546.78
<b>Vendor J &amp; H SERVICES INC Total:</b>					<b>90,546.78</b>
<b>Vendor: KANSAS STATE BANK OF MANHATTAN</b>					
KANSAS STATE BANK OF MA	5	08/05/2020	ACCT.#3356805	402-6-653-251-000	1,584.93
<b>Vendor KANSAS STATE BANK OF MANHATTAN Total:</b>					<b>1,584.93</b>
<b>Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS</b>					
LAKE ARTHUR MUNICIPAL SC	FY 21-1 LA-TNT	08/04/2020	LDWI DISTRIBUTION/FY 20-2	432-7-761-267-000	1,000.00
<b>Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:</b>					<b>1,000.00</b>
<b>Vendor: LEGACY FUNERAL SERVICES OF NM</b>					
LEGACY FUNERAL SERVICES	0298-204591	08/01/2020	PERMIT #3655	427-6-639-296-000	600.00
<b>Vendor LEGACY FUNERAL SERVICES OF NM Total:</b>					<b>600.00</b>
<b>Vendor: MIRANDA PEST CONTROL</b>					
MIRANDA PEST CONTROL	CC021317	08/06/2020	PEST CONTROL SERVICE	452-8-832-267-000	43.13
MIRANDA PEST CONTROL	CC021318	08/04/2020	PEST CONTROL SERVICE	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CC021319	08/04/2020	PEST CONTROL SERVICE	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC021320	08/04/2020	PEST CONTROL SERVICE	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC021321	08/04/2020	PEST CONTROL SERVICE	412-8-815-267-000	53.92
<b>Vendor MIRANDA PEST CONTROL Total:</b>					<b>215.67</b>
<b>Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY</b>					
NEW MEXICO COUNTY INSU	WC000005	08/01/2020	CUSTOMER ID #1002	401-6-631-312-000	160,821.00
<b>Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:</b>					<b>160,821.00</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC021333	08/01/2020	ACCT.#076846512-1202378-	411-8-814-341-000	23.48
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>23.48</b>
<b>Vendor: NM GEN SVCS RISK MGMT</b>					
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	401-2-200-007-000	159,216.70
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	402-2-200-007-000	42,159.48
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	427-2-200-007-000	1,746.20
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	431-2-200-007-000	237.04
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	432-2-200-007-000	3,170.00
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	435-2-200-007-000	4,385.90
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	452-2-200-007-000	9,948.95
NM GEN SVCS RISK MGMT	CC021335	08/05/2020	PREMIUMS	628-2-200-007-000	3,886.62
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	401-2-200-005-000	2,871.56
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	402-2-200-005-000	686.86
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	427-2-200-005-000	206.54
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	431-2-200-005-000	5.60
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	432-2-200-005-000	33.69
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	435-2-200-005-000	71.77
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	437-2-200-005-000	10.21
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	452-2-200-005-000	182.77
NM GEN SVCS RISK MGMT	CC021336	08/05/2020	PREMIUMS	628-2-200-005-000	66.84
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	401-2-200-021-000	1,628.79
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	402-2-200-021-000	392.13
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	427-2-200-021-000	17.31
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	431-2-200-021-000	2.78
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	432-2-200-021-000	33.32
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	435-2-200-021-000	47.12
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	437-2-200-021-000	13.15
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	452-2-200-021-000	89.87
NM GEN SVCS RISK MGMT	CC021337	08/05/2020	PREMIUMS	628-2-200-021-000	34.62
<b>Vendor NM GEN SVCS RISK MGMT Total:</b>					<b>231,145.82</b>
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	13420	08/01/2020	ANNUAL ALLOCATION/FY 20-	401-6-672-426-000	4,791.67
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>4,791.67</b>
<b>Vendor: SERENITY COUNSELING</b>					
SERENITY COUNSELING	FY 21-1 SC	08/03/2020	LDW DISTRIBUTION/FY 20-2	432-7-762-267-000	4,375.00
<b>Vendor SERENITY COUNSELING Total:</b>					<b>4,375.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC021327	08/01/2020	ACCT.#54-3943607-4	401-7-751-341-000	91.01
SOUTHWESTERN PUBLIC SER	CC021328	08/01/2020	ACCT.#54-1485939-1	401-6-691-243-000	3.19
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>94.20</b>
<b>Vendor: SUPREME MAINTENANCE</b>					
SUPREME MAINTENANCE	33611	08/01/2020	ACCT.#2061	401-6-691-257-000	2,711.57
SUPREME MAINTENANCE	33612	08/01/2020	ACCT.#2062	401-6-696-257-000	472.69
SUPREME MAINTENANCE	33613	08/01/2020	ACCT.#2063	401-6-693-257-000	1,951.68
SUPREME MAINTENANCE	33614	08/01/2020	ACCT.#2064	401-6-691-267-000	237.78
SUPREME MAINTENANCE	33615	08/01/2020	ACCT.#2065	401-6-694-257-000	309.26
<b>Vendor SUPREME MAINTENANCE Total:</b>					<b>5,682.98</b>
<b>Vendor: TOWN OF DEXTER</b>					
TOWN OF DEXTER	CC021322	08/01/2020	ACCT.#1085	401-6-693-341-000	75.93
<b>Vendor TOWN OF DEXTER Total:</b>					<b>75.93</b>
<b>Vendor: VISUAL EDGE, INC</b>					
VISUAL EDGE, INC	27502715	08/01/2020	ACCT.#003-1365133-000	408-8-812-251-000	27.44
VISUAL EDGE, INC	27548179	08/03/2020	ACCT.#003-1579071-000	432-7-761-251-000	235.24
<b>Vendor VISUAL EDGE, INC Total:</b>					<b>262.68</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: WASTE CONNECTIONS OF N.M.</b>					
WASTE CONNECTIONS OF N.	3136717	08/01/2020	ACCT.#5830-688853	452-8-832-267-000	119.26
<b>Vendor WASTE CONNECTIONS OF N.M. Total:</b>					<b>119.26</b>
<b>Vendor: WEX BANK</b>					
WEX BANK	66793583	08/01/2020	ACCT.#0496-00-237636-6	401-7-751-223-000	1,411.33
WEX BANK	66793583	08/01/2020	ACCT.#0496-00-237636-6	401-7-751-223-000	-10.00
WEX BANK	66793583	08/01/2020	ACCT.#0496-00-237636-6	412-8-815-227-000	535.29
WEX BANK	66793583	08/01/2020	ACCT.#0496-00-237636-6	414-8-819-227-000	123.79
<b>Vendor WEX BANK Total:</b>					<b>2,060.41</b>
<b>Grand Total:</b>					<b>730,237.52</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	342,209.16
402 - ROAD FUND	108,017.78
408 - EAST GRAND PLAINS VOLFIRE	61.36
410 - MIDWAY VOLUNTEER FIRE FND	519.74
411 - BERRENDO VOLUNTEER FIRE	160.90
412 - SIERRA VOLUNTEER FIRE FND	707.83
414 - CC FIRE DIST #8 VOL FIRE	226.04
427 - INDIGENT HOSPITAL CLAIMS	3,770.05
431 - PUBLIC SAFETY GRANT	245.42
432 - DWI GRANT FUNDS	12,947.25
435 - CORRECTION GRANTS	4,504.79
437 - ENVIRONMENTAL TAX	196.33
452 - FLOOD CONTROL	17,391.61
628 - PROPERTY VALUATION	3,988.08
631 - OTHER GRANTS & CONTRACTS	90,546.78
635 - EMERGENCY/CAPITAL OUTLAY	144,744.40
<b>Grand Total:</b>	<b>730,237.52</b>

19,319.03 <88,698.75>

56,906.09 <87,839.11>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,871.56
401-2-200-007-000	MEDICAL INSURANCE PA	159,216.70
401-2-200-021-000	VISION CARE PAYABLE	1,628.79
401-6-631-312-000	WORKERS COMPENSATI	160,821.00
401-6-672-426-000	CHAMBER OF COMMER	4,791.67
401-6-691-230-000	SUPPLIES/TOOLS	151.00
401-6-691-243-000	HIGHWAY LIGHTS	437.79
401-6-691-257-000	FACILITY MAINT/REPAIR	2,711.57
401-6-691-267-000	CONTRACTUAL SERVICES	237.78
401-6-691-341-000	UTILITIES	39.40
401-6-693-257-000	FACILITY MAINTENANCE	1,951.68
401-6-693-341-000	UTILITIES	75.93
401-6-694-257-000	FACILITY MAINT/REPAIR	309.26
401-6-696-257-000	FACILITY MAINT/REPAIR	472.69
401-7-751-223-000	VEHICLE FUELS	1,401.33
401-7-751-267-000	CONTRACTUAL SERVICES	5,000.00
401-7-751-341-000	UTILITIES	91.01
402-2-200-005-000	GROUP INSURANCE PAY	686.86
402-2-200-007-000	MEDICAL INSURANCE PA	42,159.48
402-2-200-021-000	VISION CARE PAYABLE	392.13
402-6-651-260-000	PROFESSIONAL SERVICE	1,624.69
402-6-651-341-000	UTILITIES	64.89
402-6-653-104-000	TEMPORARY SALARIES	1,203.42
402-6-653-223-000	VEHICLE FUELS	2,478.82
402-6-653-251-000	RENTALS	20,942.71
402-6-653-290-000	PAVING PROJECTS-COOP	38,182.64
402-6-653-291-000	ROAD PROJECTS-OTHER	282.14
408-8-812-251-000	RENTALS	27.44
408-8-812-340-000	TELEPHONE	33.92
410-8-816-341-000	UTILITIES	519.74
411-8-814-341-000	UTILITIES	160.90
412-8-815-227-000	TRANSPORTATION EXPE	535.29
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
414-8-819-227-000	TRANSPORTATION EXPE	123.79
414-8-819-341-000	UTILITIES	102.25
427-2-200-005-000	GROUP INSURANCE PAY	206.54
427-2-200-007-000	MEDICAL INSURANCE PA	1,746.20
427-2-200-021-000	VISION CARE PAYABLE	17.31
427-6-639-296-000	INDIGENT BURIAL	1,800.00

**Account Summary**

Account Number	Account Name	Expense Amount
431-2-200-005-000	GROUP INSURANCE PAY	5.60
431-2-200-007-000	MEDICAL INSURANCE PA	237.04
431-2-200-021-000	VISION CARE PAYABLE	2.78
432-2-200-005-000	GROUP INSURANCE PAY	33.69
432-2-200-007-000	MEDICAL INS. PAYABLE	3,170.00
432-2-200-021-000	VISION CARE PAYABLE	33.32
432-7-761-251-000	RENTALS	235.24
432-7-761-267-000	CONTRACTUAL SERVICES	2,700.00
432-7-762-267-000	CONTRACTUAL SERVICES	4,375.00
432-7-766-267-000	CONTRACTUAL SERVICES	2,400.00
435-2-200-005-000	GROUP INSURANCE PAY	71.77
435-2-200-007-000	MEDICAL INSURANCE PA	4,385.90
435-2-200-021-000	VISION CARE PAYABLE	47.12
437-2-200-005-000	GROUP INSURANCE PAY	10.21
437-2-200-021-000	VISION CARE PAYABLE	13.15
437-6-659-341-000	UTILITIES	172.97
452-2-200-005-000	GROUP INSURANCE PAY	182.77
452-2-200-007-000	MEDICAL INSURANCE PA	9,948.95
452-2-200-021-000	VISION CARE PAYABLE	89.87
452-8-832-223-000	VEHICLE FUELS	6,990.16
452-8-832-267-000	CONTRACTUAL SERVICES	162.39
452-8-832-341-000	UTILITIES	17.47
628-2-200-005-000	GROUP INSURANCE PAY	66.84
628-2-200-007-000	MEDICAL INSURANCE PA	3,886.62
628-2-200-021-000	VISION CARE PAYABLE	34.62
631-8-884-247-000	CONSTRUCTION	90,546.78
635-6-671-409-000	CITY OF ROSWELL SPECI	144,744.40
	<b>Grand Total:</b>	<b>730,237.52</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	730,237.52
<b>Grand Total:</b>	<b>730,237.52</b>



# Expense Approval Register

Packet: APPKT01452 - CHECK RUN/08/14/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b>					
AMERICAN STEWARDS OF LI	950	08/01/2020	ASL COORDINATION CONSUL	401-6-619-260-000	1,500.00
<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>					<b>1,500.00</b>
<b>Vendor: BELL GAS INC</b>					
BELL GAS INC	306710	08/05/2020	ICE FOR ROAD CREW	402-6-653-230-000	180.80
<b>Vendor BELL GAS INC Total:</b>					<b>180.80</b>
<b>Vendor: BREWER OIL CO</b>					
BREWER OIL CO	12096798	08/01/2020	ACCT.#12290075	402-6-653-230-000	58.50
BREWER OIL CO	12116361	08/11/2020	ACCT.#12290075	402-6-653-230-000	2,033.86
<b>Vendor BREWER OIL CO Total:</b>					<b>2,092.36</b>
<b>Vendor: CALIFORNIA STATE DISBURSEMENT</b>					
CALIFORNIA STATE DISBURSE	INV0004988	08/13/2020	200000001891324-SILVA	401-2-200-018-000	173.07
<b>Vendor CALIFORNIA STATE DISBURSEMENT Total:</b>					<b>173.07</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0004994	08/13/2020	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CHAVES COUNTY CASA</b>					
CHAVES COUNTY CASA	FY 21-1 AEP	08/12/2020	AEP/FY 20-21	631-8-885-267-000	600.00
CHAVES COUNTY CASA	FY 21-1 GS	08/12/2020	GENDER SPECIFIC PROGRAM	631-8-885-267-000	2,310.00
CHAVES COUNTY CASA	FY 21-1 YA	08/12/2020	YOUTH ADVOCACY PROGRA	631-8-885-267-000	2,635.00
<b>Vendor CHAVES COUNTY CASA Total:</b>					<b>5,545.00</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC021338	08/01/2020	ACCT.#44	437-6-659-242-000	17,817.47
<b>Vendor CITY OF ROSWELL Total:</b>					<b>17,817.47</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-105829	08/06/2020	ACCT.#CHAVESCOUNTY	402-6-651-230-000	111.42
COOPERATIVE EDUCATIONAL	24-105986	08/12/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	601.71
COOPERATIVE EDUCATIONAL	24-105988	08/12/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	594.19
COOPERATIVE EDUCATIONAL	24-106006	08/13/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	480.00
COOPERATIVE EDUCATIONAL	24-106007	08/13/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	359.92
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>2,147.24</b>
<b>Vendor: COUNTY OF LEA</b>					
COUNTY OF LEA	JO7-2020	08/01/2020	ARREST #3237	650-6-684-268-000	3,875.00
<b>Vendor COUNTY OF LEA Total:</b>					<b>3,875.00</b>
<b>Vendor: DALLAS MCDANIEL</b>					
DALLAS MCDANIEL	CC021343	08/12/2020	CLAYTON/08/07/20	650-6-684-228-000	10.00
<b>Vendor DALLAS MCDANIEL Total:</b>					<b>10.00</b>
<b>Vendor: DAVID MARKWARDT CONSULTING, LLC</b>					
DAVID MARKWARDT CONSU	CC021352	08/05/2020	TRAINING	401-6-613-260-000	5,590.25
<b>Vendor DAVID MARKWARDT CONSULTING, LLC Total:</b>					<b>5,590.25</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2368634	08/01/2020	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
<b>Vendor DEERE CREDIT INC Total:</b>					<b>4,055.51</b>
<b>Vendor: DEXTER CONSOLIDATED SCHOOLS</b>					
DEXTER CONSOLIDATED SCH	FY 21-1 DEX-TNT	08/13/2020	LDWI DISTRIBUTION/FY 20-2	432-7-761-267-000	1,000.00
<b>Vendor DEXTER CONSOLIDATED SCHOOLS Total:</b>					<b>1,000.00</b>
<b>Vendor: ELIOR INC</b>					
ELIOR INC	INV2000086950	08/10/2020	ACCT.#C1921000	650-6-684-264-000	43,871.75
<b>Vendor ELIOR INC Total:</b>					<b>43,871.75</b>

## Expense Approval Register

Packet: APPKT01452 - CHECK RUN/08/14/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: HAGERMAN MUNICIPAL SCHOOLS</b>					
HAGERMAN MUNICIPAL SCH	FY 21-1 HAG-TNT	08/11/2020	LDWI DISTRIBUTION/FY 20-2	432-7-761-267-000	1,000.00
<b>Vendor HAGERMAN MUNICIPAL SCHOOLS Total:</b>					<b>1,000.00</b>
<b>Vendor: HOLLYFRONTIER CORP</b>					
HOLLYFRONTIER CORP	200202478	08/04/2020	ACCT.#1100353	402-6-653-291-000	615.41
HOLLYFRONTIER CORP	200222858	08/11/2020	INV. #200223052/ACCT.#110	402-6-653-291-000	-2,121.09
HOLLYFRONTIER CORP	200222858	08/11/2020	ACCT.#1100353	402-6-653-291-000	9,795.61
HOLLYFRONTIER CORP	200223051	08/11/2020	ACCT.#1100353	402-6-653-291-000	256.79
HOLLYFRONTIER CORP	200226098	08/12/2020	ACCT.#1100353	402-6-653-291-000	2,348.69
<b>Vendor HOLLYFRONTIER CORP Total:</b>					<b>10,895.41</b>
<b>Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507</b>					
IUPA, CHAVES COUNTY SHER	INV0005005	08/13/2020	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005006	08/13/2020	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005007	08/13/2020	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005008	08/13/2020	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005009	08/13/2020	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005010	08/13/2020	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005011	08/13/2020	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005012	08/13/2020	Pedro J. Silvas Union Dues	401-2-200-010-000	22.64
IUPA, CHAVES COUNTY SHER	INV0005012	08/13/2020	Pedro J. Silvas Union Dues	431-2-200-010-000	2.36
IUPA, CHAVES COUNTY SHER	INV0005013	08/13/2020	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005014	08/13/2020	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005015	08/13/2020	Jeromy W. Parmer Union Du	401-2-200-010-000	24.34
IUPA, CHAVES COUNTY SHER	INV0005015	08/13/2020	Jeromy W. Parmer Union Du	431-2-200-010-000	0.66
IUPA, CHAVES COUNTY SHER	INV0005016	08/13/2020	Charles Drake Union Dues	401-2-200-010-000	23.93
IUPA, CHAVES COUNTY SHER	INV0005016	08/13/2020	Charles Drake Union Dues	431-2-200-010-000	1.07
IUPA, CHAVES COUNTY SHER	INV0005017	08/13/2020	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005018	08/13/2020	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005019	08/13/2020	Miguel Barrientos Union Due	401-2-200-010-000	24.38
IUPA, CHAVES COUNTY SHER	INV0005019	08/13/2020	Miguel Barrientos Union Due	431-2-200-010-000	0.62
IUPA, CHAVES COUNTY SHER	INV0005020	08/13/2020	Michael Burkowski Union Du	401-2-200-010-000	25.00
<b>Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:</b>					<b>400.00</b>
<b>Vendor: JOHNSON SEPTIC TANK CO.</b>					
JOHNSON SEPTIC TANK CO.	5403	08/10/2020	GREASE TRAP	401-6-696-257-000	749.17
<b>Vendor JOHNSON SEPTIC TANK CO. Total:</b>					<b>749.17</b>
<b>Vendor: KS STATE BANK</b>					
KS STATE BANK	5	08/13/2020	ACCT.#3380675	635-6-682-375-000	13,634.11
<b>Vendor KS STATE BANK Total:</b>					<b>13,634.11</b>
<b>Vendor: MADISON BLUE-EYES</b>					
MADISON BLUE-EYES	CC021341	08/11/2020	YOUTH MEMBER	631-8-885-260-000	20.00
<b>Vendor MADISON BLUE-EYES Total:</b>					<b>20.00</b>
<b>Vendor: NEW MEXICO ASSOC. OF COUNTIES</b>					
NEW MEXICO ASSOC. OF CO	000369	08/06/2020	CUSTOMER ID #1002	401-6-611-253-000	26,000.00
<b>Vendor NEW MEXICO ASSOC. OF COUNTIES Total:</b>					<b>26,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC021349	08/01/2020	ACCT.#076424512-0788370-	401-6-645-341-000	11.33
NEW MEXICO GAS COMPAN	CC021349	08/01/2020	ACCT.#076424512-0788370-	401-6-692-341-000	57.91
NEW MEXICO GAS COMPAN	CC021349	08/01/2020	ACCT.#076424512-0788370-	401-6-692-341-000	5.12
NEW MEXICO GAS COMPAN	CC021350	08/06/2020	ACCT.#076846512-0792590-	411-8-814-341-000	32.60
NEW MEXICO GAS COMPAN	CC021351	08/06/2020	ACCT.#077937001-0803495-	411-8-814-341-000	25.83
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>132.79</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,966.57
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,927.27
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	427-2-200-020-000	103.62
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	432-2-200-020-000	105.68
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	435-2-200-020-000	177.48
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	437-2-200-020-000	57.89

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE A	INV0005003	08/13/2020	NM RETIREE HEALTH CARE P	452-2-200-020-000	435.17
NM RETIREE HEALTH CARE A	INV0005004	08/13/2020	NM Retiree HealthCare Law	401-2-200-020-000	2,807.66
NM RETIREE HEALTH CARE A	INV0005004	08/13/2020	NM Retiree HealthCare Law	431-2-200-020-000	30.79
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>12,612.13</b>
<b>Vendor: QWEST INC</b>					
QWEST INC	CC021344	08/01/2020	ACCT.#N-575-624-0006-508	650-6-684-340-000	305.04
<b>Vendor QWEST INC Total:</b>					<b>305.04</b>
<b>Vendor: SECURITY TRANSPORT SERVICES INC</b>					
SECURITY TRANSPORT SERVI	205068	08/06/2020	TRANSPORT/I. CASTREJON	650-6-684-228-000	3,529.99
<b>Vendor SECURITY TRANSPORT SERVICES INC Total:</b>					<b>3,529.99</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC021345	08/05/2020	ACCT.#54-3949442-7	401-6-645-341-000	1,158.62
SOUTHWESTERN PUBLIC SER	CC021345	08/05/2020	ACCT.#54-3949442-7	401-6-692-341-000	5,920.81
SOUTHWESTERN PUBLIC SER	CC021345	08/05/2020	ACCT. #54-3949442-7	401-6-692-341-000	523.05
SOUTHWESTERN PUBLIC SER	CC021346	08/03/2020	ACCT.#54-3943758-6	401-6-691-243-000	31.78
SOUTHWESTERN PUBLIC SER	CC021347	08/03/2020	ACCT.#54-3943777-9	401-6-691-243-000	38.66
SOUTHWESTERN PUBLIC SER	CC021348	08/06/2020	ACCT.#54-3949473-4	411-8-814-341-000	330.74
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>8,003.66</b>
<b>Vendor: STANTEC CONSULTING SERVICES INC</b>					
STANTEC CONSULTING SERVI	1690119	08/13/2020	ACCT.#147855	631-8-884-247-000	3,492.72
<b>Vendor STANTEC CONSULTING SERVICES INC Total:</b>					<b>3,492.72</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0004989	08/13/2020	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0004990	08/13/2020	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0004991	08/13/2020	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0004992	08/13/2020	000454540-MENDOZA	401-2-200-018-000	159.23
STATE OF NEW MEXICO	INV0004995	08/13/2020	J.JOHNSON 000088516	401-2-200-018-000	449.54
STATE OF NEW MEXICO	INV0004996	08/13/2020	8954 MATTA	437-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0004998	08/13/2020	000386026	402-2-200-018-000	138.46
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>1,187.50</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0004993	08/13/2020	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0004997	08/13/2020	0009646845 MATTA,RAY	437-2-200-011-000	189.98
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>517.21</b>
<b>Vendor: THE ROSWELL REFUGE</b>					
THE ROSWELL REFUGE	FY 21-1 RR	08/11/2020	LDWI DISTRIBUTION/FY 20-2	432-7-761-267-000	2,333.33
<b>Vendor THE ROSWELL REFUGE Total:</b>					<b>2,333.33</b>
<b>Vendor: THE SIDWELL COMPANY</b>					
THE SIDWELL COMPANY	MN00000995A	08/01/2020	ACCT.#CHA0864829	401-7-732-249-000	2,411.85
THE SIDWELL COMPANY	MN00000995A	08/01/2020	ACCT.#CHA0864829	628-7-733-249-000	2,411.85
<b>Vendor THE SIDWELL COMPANY Total:</b>					<b>4,823.70</b>
<b>Vendor: VISUAL EDGE, INC</b>					
VISUAL EDGE, INC	27502716	08/01/2020	ACCT.#007-1539865-000	650-6-684-251-000	332.30
VISUAL EDGE, INC	27567552	08/06/2020	ACCT.#010-1534531-000	414-8-819-251-000	56.87
<b>Vendor VISUAL EDGE, INC Total:</b>					<b>389.17</b>
<b>Grand Total:</b>					<b>178,134.38</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	55,527.14
402 - ROAD FUND	20,898.94
411 - BERRENDO VOLUNTEER FIRE	389.17
414 - CC FIRE DIST #8 VOL FIRE	56.87
427 - INDIGENT HOSPITAL CLAIMS	103.62
431 - PUBLIC SAFETY GRANT	35.50
432 - DWI GRANT FUNDS	4,439.01
435 - CORRECTION GRANTS	177.48
437 - ENVIRONMENTAL TAX	18,203.80
452 - FLOOD CONTROL	435.17
628 - PROPERTY VALUATION	2,411.85
631 - OTHER GRANTS & CONTRACTS	9,057.72
635 - EMERGENCY/CAPITAL OUTLAY	13,634.11
650 - DETENTION CONSTRUCTION PJ	52,764.00
<b>Grand Total:</b>	<b>178,134.38</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	395.29
401-2-200-018-000	CHILD ENFORCEMENT P	1,359.07
401-2-200-020-000	RETIREE H/C PAYABLE	9,774.23
401-6-611-253-000	DUES & OTHER FEES	26,000.00
401-6-613-260-000	PROFESSIONAL SERVICE	5,590.25
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-645-341-000	UTILITIES	1,169.95
401-6-691-243-000	HIGHWAY LIGHTS	70.44
401-6-692-341-000	UTILITIES	6,506.89
401-6-696-257-000	FACILITY MAINT/REPAIR	749.17
401-7-732-249-000	EQUIPMENT MAINT/AG	2,411.85
402-2-200-018-000	CHILD ENFORCEMENT P	440.27
402-2-200-020-000	RETIREE H/C PAYABLE	1,927.27
402-6-651-230-000	SUPPLIES/TOOLS	111.42
402-6-653-104-000	TEMPORARY SALARIES	1,195.90
402-6-653-230-000	SUPPLIES/TOOLS	2,273.16
402-6-653-251-000	RENTALS	4,055.51
402-6-653-291-000	ROAD PROJECTS-OTHER	10,895.41
411-8-814-341-000	UTILITIES	389.17
414-8-819-251-000	RENTALS	56.87
427-2-200-020-000	RETIREE H/C PAYABLE	103.62
431-2-200-010-000	UNITED WAY PAYABLE	4.71
431-2-200-020-000	RETIREE H/C PAYABLE	30.79
432-2-200-020-000	RETIREE H/C PAYABLE	105.68
432-7-761-267-000	CONTRACTUAL SERVICES	4,333.33
435-2-200-020-000	RETIREE H/C PAYABLE	177.48
437-2-200-011-000	MISCELLANEOUS PAYABL	189.98
437-2-200-018-000	CHILD ENFORCEMENT P	138.46
437-2-200-020-000	RETIREE H/C PAYABLE	57.89
437-6-659-242-000	LANDFILL EXPENSES	17,817.47
452-2-200-020-000	RETIREE H/C PAYABLE	435.17
628-7-733-249-000	EQUIPMENT MAINT/AG	2,411.85
631-8-884-247-000	CONSTRUCTION	3,492.72
631-8-885-260-000	PROFESSIONAL SERVICE	20.00
631-8-885-267-000	OTHER CONTRACT SERVI	5,545.00
635-6-682-375-000	LEASE PURCHASES	13,634.11
650-6-684-228-000	TRANSPORT PRISONERS	3,539.99
650-6-684-230-000	SUPPLIES/TOOLS	839.92
650-6-684-251-000	RENTALS	332.30
650-6-684-264-000	FEEDING OF PRISONERS	43,871.75
650-6-684-268-000	HOUSING OF PRISONERS	3,875.00

**Account Summary**

Account Number	Account Name	Expense Amount
650-6-684-340-000	TELEPHONE	305.04
	<b>Grand Total:</b>	<b>178,134.38</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	178,134.38	
	<b>Grand Total:</b>	<b>178,134.38</b>

A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read "G. K. Smith". The stamp is mostly illegible but seems to contain some text and possibly a date or reference number.



# Expense Approval Register

Packet: APPKT01457 - CHECK RUN/08/21/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
<b>Vendor: ASA ARCHITECTS</b>						
ASA ARCHITECTS	08-1	08/12/2020	PROJECT #18-C-NR-I-01-G-18	645-6-692-447-608	2,156.66	
					<b>Vendor ASA ARCHITECTS Total:</b>	<b>2,156.66</b>
<b>Vendor: ASPEN OF NEW MEXICO</b>						
ASPEN OF NEW MEXICO	1 ASPEN	08/20/2020	ASPEN/FY 20-21	650-6-684-260-000	1,083.33	
					<b>Vendor ASPEN OF NEW MEXICO Total:</b>	<b>1,083.33</b>
<b>Vendor: BELL GAS INC.</b>						
BELL GAS INC.	24456	08/12/2020	ACCT.#10693	402-6-653-223-000	9,574.79	
BELL GAS INC.	24458	08/13/2020	ACCT.#10693	402-6-653-223-000	5,582.46	
					<b>Vendor BELL GAS INC. Total:</b>	<b>15,157.25</b>
<b>Vendor: COALITION OF AZ/NM COUNTIES</b>						
COALITION OF AZ/NM COUN	506	08/11/2020	ANNUAL DUES	401-6-611-253-000	2,600.00	
					<b>Vendor COALITION OF AZ/NM COUNTIES Total:</b>	<b>2,600.00</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>						
COOPERATIVE EDUCATIONAL	24-106193	08/18/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	130.88	
					<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>	<b>130.88</b>
<b>Vendor: CORRHEALTH</b>						
CORRHEALTH	10325	08/01/2020	PROFESSIONAL SERVICES	427-6-639-268-000	151,653.28	
CORRHEALTH	10326	08/01/2020	PROFESSIONAL SERVICES	427-6-639-268-000	151,653.28	
					<b>Vendor CORRHEALTH Total:</b>	<b>303,306.56</b>
<b>Vendor: DALLAS MCDANIEL</b>						
DALLAS MCDANIEL	CC021375	08/18/2020	DONA ANA COUNTY/CUBA,	650-6-684-228-000	10.00	
					<b>Vendor DALLAS MCDANIEL Total:</b>	<b>10.00</b>
<b>Vendor: DAVID MARKWARDT CONSULTING, LLC</b>						
DAVID MARKWARDT CONSU	CC021353	08/14/2020	PROFESSIONAL SERVICES	401-6-613-260-000	5,590.25	
					<b>Vendor DAVID MARKWARDT CONSULTING, LLC Total:</b>	<b>5,590.25</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>						
HERITAGE MEMORIAL ALLIA	7847	08/01/2020	PERMIT #5325	427-6-639-296-000	600.00	
HERITAGE MEMORIAL ALLIA	7910	08/01/2020	PERMIT #5320	427-6-639-296-000	600.00	
HERITAGE MEMORIAL ALLIA	7918	08/01/2020	PERMIT #5312	427-6-639-296-000	600.00	
					<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>	<b>1,800.00</b>
<b>Vendor: HOLCOMB LAW OFFICE</b>						
HOLCOMB LAW OFFICE	2832	08/01/2020	PROFESSIONAL SERVICES	401-6-611-260-000	179.61	
					<b>Vendor HOLCOMB LAW OFFICE Total:</b>	<b>179.61</b>
<b>Vendor: HOLLYFRONTIER CORP</b>						
HOLLYFRONTIER CORP	200222647	08/11/2020	ACCT.#1100353	402-6-653-291-000	9,093.77	
HOLLYFRONTIER CORP	200229338	08/13/2020	ACCT.#1100353	402-6-653-291-000	7,131.60	
					<b>Vendor HOLLYFRONTIER CORP Total:</b>	<b>16,225.37</b>
<b>Vendor: INK IMPRESSIONS INC</b>						
INK IMPRESSIONS INC	57917	08/19/2020	ACCT.#CHA0202	401-7-721-252-000	170.34	
					<b>Vendor INK IMPRESSIONS INC Total:</b>	<b>170.34</b>
<b>Vendor: JAMES MASON</b>						
JAMES MASON	CC021354	08/12/2020	RIEMBURSEMENT	401-7-752-238-000	11.48	
					<b>Vendor JAMES MASON Total:</b>	<b>11.48</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>						
NEW MEXICO GAS COMPAN	CC021356	08/12/2020	ACCT.#115435453-0797988-	401-6-699-341-000	25.83	
NEW MEXICO GAS COMPAN	CC021358	08/07/2020	ACCT.#077058012-0794705-	410-8-816-341-000	38.82	
NEW MEXICO GAS COMPAN	CC021359	08/07/2020	ACCT.#077227312-0796398-	408-8-812-341-000	33.82	
NEW MEXICO GAS COMPAN	CC021359	08/07/2020	ACCT.#077227312-1237385-	408-8-812-341-000	37.22	
NEW MEXICO GAS COMPAN	CC021360	08/13/2020	ACCT.#077702112-0801146-	402-6-651-341-000	31.65	

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC021361	08/13/2020	ACCT.#077726812-0801393-	412-8-815-341-000	33.69
NEW MEXICO GAS COMPAN	CC021362	08/12/2020	ACCT.#077991703-0797981-	401-6-691-341-000	26.84
NEW MEXICO GAS COMPAN	CC021363	08/12/2020	ACCT.#077991703-0797982-	401-6-691-341-000	26.49
NEW MEXICO GAS COMPAN	CC021363	08/12/2020	ACCT.#077991703-0797983-	401-6-691-341-000	25.83
NEW MEXICO GAS COMPAN	CC021364	08/12/2020	ACCT.#077991703-0804041-	401-6-691-341-000	25.83
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-612-341-000	1.23
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-613-341-000	0.82
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-616-341-000	0.82
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-621-341-000	0.82
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-621-341-000	1.23
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-622-341-000	3.11
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-624-341-000	3.76
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-625-341-000	0.82
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-631-341-000	1.70
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-6-632-341-000	1.10
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-7-721-341-000	11.65
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-7-731-341-000	6.91
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-7-741-341-000	5.00
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	401-7-751-341-000	15.91
NEW MEXICO GAS COMPAN	CC021365	08/12/2020	ACCT.#115435453-1201470-	427-6-638-341-000	1.69
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-612-341-000	0.56
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-613-341-000	0.37
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-616-341-000	0.37
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-621-341-000	0.37
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-621-341-000	0.56
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-622-341-000	1.42
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-624-341-000	1.72
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-625-341-000	0.37
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-631-341-000	0.77
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-6-632-341-000	0.50
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-7-721-341-000	5.32
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-7-731-341-000	3.15
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-7-741-341-000	2.28
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	401-7-751-341-000	7.26
NEW MEXICO GAS COMPAN	CC021366	08/12/2020	ACCT.#115435453-1203867-	427-6-638-341-000	0.81
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>388.42</b>
<b>Vendor: NEWMEX FUNERAL SERVICES INC</b>					
NEWMEX FUNERAL SERVICE	1810-201793	08/17/2020	PERMIT #3669	427-6-639-296-000	600.00
<b>Vendor NEWMEX FUNERAL SERVICES INC Total:</b>					<b>600.00</b>
<b>Vendor: NM SECRETARY OF STATE</b>					
NM SECRETARY OF STATE	CC021373	08/20/2020	NOTARY PUBLIC RENEWAL F	401-6-632-253-000	20.00
<b>Vendor NM SECRETARY OF STATE Total:</b>					<b>20.00</b>
<b>Vendor: NMAC PROBATE AFFILIATE</b>					
NMAC PROBATE AFFILIATE	CC021355	08/19/2020	ANNUAL DUES	401-7-721-253-000	20.00
<b>Vendor NMAC PROBATE AFFILIATE Total:</b>					<b>20.00</b>
<b>Vendor: OLIVIA PADILLA</b>					
OLIVIA PADILLA	CC021376	08/18/2020	DONA ANA COUNTY/CUBA,	650-6-684-228-000	10.00
<b>Vendor OLIVIA PADILLA Total:</b>					<b>10.00</b>
<b>Vendor: ROSWELL CHAVES COUNTY EDC</b>					
ROSWELL CHAVES COUNTY E	CC21-0001	08/12/2020	ANNUAL ALLOCATION/FY 20-	605-6-672-428-000	12,500.00
<b>Vendor ROSWELL CHAVES COUNTY EDC Total:</b>					<b>12,500.00</b>
<b>Vendor: SAVANT LEARNING SYSTEMS INC</b>					
SAVANT LEARNING SYSTEMS	VA3426	08/19/2020	VIRTUAL ACADEMY TRAININ	401-7-751-249-000	2,199.99
<b>Vendor SAVANT LEARNING SYSTEMS INC Total:</b>					<b>2,199.99</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC021367	08/13/2020	ACCT.#54-1797003-1	401-6-691-243-000	88.83
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-691-341-000	380.69
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-691-341-000	22.20

## Expense Approval Register

Packet: APPKT01457 - CHECK RUN/08/21/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-699-341-000	562.23
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-699-341-000	383.22
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-699-341-000	467.51
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-699-341-000	62.11
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	401-6-699-341-000	55.32
SOUTHWESTERN PUBLIC SER	CC021368	08/11/2020	ACCT.#54-1632663-1	437-6-659-341-000	42.25
SOUTHWESTERN PUBLIC SER	CC021369	08/10/2020	ACCT.#54-3943804-3	401-6-693-341-000	1,697.99
SOUTHWESTERN PUBLIC SER	CC021370	08/13/2020	ACCT.#54-3943719-9	401-6-691-243-000	23.18
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-612-341-000	140.70
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-613-341-000	140.70
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-616-341-000	140.70
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-621-341-000	281.39
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-621-341-000	140.70
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-622-341-000	533.67
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-624-341-000	645.26
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-625-341-000	140.70
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-631-341-000	291.10
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-6-632-341-000	188.24
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-7-721-341-000	1,997.88
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-7-731-341-000	1,184.76
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-7-741-341-000	857.76
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	401-7-751-341-000	2,728.53
SOUTHWESTERN PUBLIC SER	CC021371	08/11/2020	ACCT.#54-3943824-7	427-6-638-341-000	291.09
SOUTHWESTERN PUBLIC SER	CC021372	08/12/2020	ACCT.#54-3943725-7	408-8-812-341-000	204.80
SOUTHWESTERN PUBLIC SER	CC021372	08/12/2020	ACC.T#54-7497040-6	408-8-812-341-000	285.87
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>13,979.38</b>
<b>Vendor: VISUAL EDGE, INC</b>					
VISUAL EDGE, INC	27577882	08/07/2020	ACCT.#015-1458791-000	620-7-725-251-000	177.26
<b>Vendor VISUAL EDGE, INC Total:</b>					<b>177.26</b>
<b>Vendor: WM FARMS</b>					
WM FARMS	106030	08/17/2020	ACCT.#7998011136	402-6-653-222-000	600.20
<b>Vendor WM FARMS Total:</b>					<b>600.20</b>
<b>Grand Total:</b>					<b>378,916.98</b>

## Fund Summary

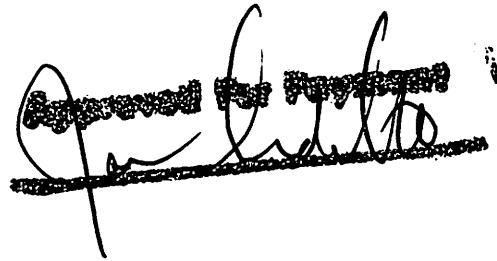
Fund	Expense Amount
401 - GENERAL FUND	24,157.76
402 - ROAD FUND	32,014.47
408 - EAST GRAND PLAINS VOLFIRE	561.71
410 - MIDWAY VOLUNTEER FIRE FND	38.82
412 - SIERRA VOLUNTEER FIRE FND	33.69
427 - INDIGENT HOSPITAL CLAIMS	306,000.15
437 - ENVIRONMENTAL TAX	42.25
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
620 - CLERK RECORDING & FILING	177.26
645 - C.D.B.G.	2,156.66
650 - DETENTION CONSTRUCTION PJ	1,234.21
<b>Grand Total:</b>	<b>378,916.98</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-6-611-253-000	DUES & OTHER FEES	2,600.00
401-6-611-260-000	PROFESSIONAL SERVICE	179.61
401-6-612-341-000	UTILITIES	142.49
401-6-613-260-000	PROFESSIONAL SERVICE	5,590.25
401-6-613-341-000	UTILITIES	141.89
401-6-616-341-000	UTILITIES	141.89
401-6-621-341-000	UTILITIES	425.07
401-6-622-341-000	UTILITIES	538.20
401-6-624-341-000	UTILITIES	650.74
401-6-625-341-000	UTILITIES	141.89
401-6-631-341-000	UTILITIES	293.57
401-6-632-253-000	DUES & OTHER FEES	20.00
401-6-632-341-000	UTILITIES	189.84
401-6-691-243-000	HIGHWAY LIGHTS	112.01
401-6-691-341-000	UTILITIES	507.88
401-6-693-341-000	UTILITIES	1,697.99
401-6-699-341-000	UTILITIES	1,556.22
401-7-721-252-000	PRINTING/PUBLISHING	170.34
401-7-721-253-000	DUES & OTHER FEES	20.00
401-7-721-341-000	UTILITIES	2,014.85
401-7-731-341-000	UTILITIES	1,194.82
401-7-741-341-000	UTILITIES	865.04
401-7-751-249-000	EQUIP MAINT/AGREEME	2,199.99
401-7-751-341-000	UTILITIES	2,751.70
401-7-752-238-000	UNIFORM EXPENSES	11.48
402-6-651-341-000	UTILITIES	31.65
402-6-653-222-000	TIRES/REPAIRS	600.20
402-6-653-223-000	VEHICLE FUELS	15,157.25
402-6-653-291-000	ROAD PROJECTS-OTHER	16,225.37
408-8-812-341-000	UTILITIES	561.71
410-8-816-341-000	UTILITIES	38.82
412-8-815-341-000	UTILITIES	33.69
427-6-638-341-000	UTILITIES	293.59
427-6-639-268-000	CARE OF PRISONER SER	303,306.56
427-6-639-296-000	INDIGENT BURIAL	2,400.00
437-6-659-341-000	UTILITIES	42.25
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
620-7-725-251-000	RENTALS	177.26
645-6-692-447-608	CONSTRUCTION	2,156.66
650-6-684-228-000	TRANSPORT PRISONERS	20.00
650-6-684-230-000	SUPPLIES/TOOLS	130.88
650-6-684-260-000	PROFESSIONAL SERVICE	1,083.33
<b>Grand Total:</b>	<b>378,916.98</b>	

**Project Account Summary**

Project Account Key	Expense Amount
**None**	<u>378,916.98</u>
Grand Total:	<u>378,916.98</u>

A handwritten signature in black ink, appearing to be "Paul [unclear]", written over a horizontal line. The signature is somewhat stylized and difficult to read precisely.



# Expense Approval Register

Packet: APPKT01464 - CHECK RUN/08/28/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ALTON'S POWER BLOCK GYM INC</b>					
ALTON'S POWER BLOCK GYM	INV0005047	08/27/2020	ALTON'S POWER BLOCK GYM	401-2-200-024-000	24.10
ALTON'S POWER BLOCK GYM	INV0005047	08/27/2020	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
<b>Vendor ALTON'S POWER BLOCK GYM INC Total:</b>					<b>51.05</b>
<b>Vendor: CALIFORNIA STATE DISBURSEMENT</b>					
CALIFORNIA STATE DISBURSE	INV0005048	08/27/2020	200000001891324-SILVA	401-2-200-018-000	173.07
<b>Vendor CALIFORNIA STATE DISBURSEMENT Total:</b>					<b>173.07</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0005054	08/27/2020	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: COLONIAL LIFE &amp; ACCIDENT CO</b>					
COLONIAL LIFE & ACCIDENT	INV0005039	08/21/2020	COLONIAL LIFE PAYABLE	401-2-200-016-000	12.00
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	401-2-200-016-000	3,786.43
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	402-2-200-016-000	708.29
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	427-2-200-016-000	88.00
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	431-2-200-016-000	2.39
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	435-2-200-016-000	14.48
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	437-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0005059	08/27/2020	COLONIAL LIFE PAYABLE	452-2-200-016-000	111.61
<b>Vendor COLONIAL LIFE &amp; ACCIDENT CO Total:</b>					<b>4,748.41</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-106257	08/19/2020	ACCT.#CHAVESCOUNTY	401-6-691-230-000	504.30
COOPERATIVE EDUCATIONAL	24-106335	08/20/2020	ACCT.#CHAVESCOUNTY	401-6-691-104-000	679.35
COOPERATIVE EDUCATIONAL	24-106368	08/20/2020	ACCT.#CHAVESCOUNTY	401-6-691-104-000	697.31
COOPERATIVE EDUCATIONAL	24-106500	08/25/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	192.36
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>2,073.32</b>
<b>Vendor: DONA ANA COUNTY</b>					
DONA ANA COUNTY	S0086785	08/01/2020	ACCT.#1193A	401-6-645-268-000	17,760.00
<b>Vendor DONA ANA COUNTY Total:</b>					<b>17,760.00</b>
<b>Vendor: F&amp;H INVESTMENTS, LLC</b>					
F&H INVESTMENTS, LLC	CC021380	08/27/2020	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,500.00
<b>Vendor F&amp;H INVESTMENTS, LLC Total:</b>					<b>11,500.00</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	8036	08/10/2020	PERMIT #5333	427-6-639-296-000	600.00
<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>					<b>600.00</b>
<b>Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507</b>					
IUPA, CHAVES COUNTY SHER	INV0005067	08/27/2020	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005068	08/27/2020	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005069	08/27/2020	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005070	08/27/2020	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005071	08/27/2020	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005072	08/27/2020	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005073	08/27/2020	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005074	08/27/2020	Pedro J. Silvas Union Dues	401-2-200-010-000	23.30
IUPA, CHAVES COUNTY SHER	INV0005074	08/27/2020	Pedro J. Silvas Union Dues	431-2-200-010-000	1.70
IUPA, CHAVES COUNTY SHER	INV0005075	08/27/2020	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005076	08/27/2020	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005077	08/27/2020	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005078	08/27/2020	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005079	08/27/2020	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005080	08/27/2020	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0005081	08/27/2020	Miguel Barrientos Union Due	401-2-200-010-000	25.00

## Expense Approval Register

Packet: APPKT01464 - CHECK RUN/08/28/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IUPA, CHAVES COUNTY SHER	INV0005082	08/27/2020	Michael Burkowski Union Du	401-2-200-010-000	25.00
<b>Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:</b>					<b>400.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC021382	08/20/2020	ACCT.#075706312-0781188-	412-8-815-341-000	30.93
NEW MEXICO GAS COMPAN	CC021383	08/13/2020	ACCT.#078156501-0805690-	650-6-684-341-000	587.30
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>618.23</b>
<b>Vendor: NEW YORK LIFE INSURANCE</b>					
NEW YORK LIFE INSURANCE	INV0005062	08/27/2020	NEW YORK LIFE	401-2-200-015-000	449.20
NEW YORK LIFE INSURANCE	INV0005062	08/27/2020	NEW YORK LIFE	402-2-200-015-000	180.00
NEW YORK LIFE INSURANCE	INV0005062	08/27/2020	NEW YORK LIFE	452-2-200-015-000	20.00
<b>Vendor NEW YORK LIFE INSURANCE Total:</b>					<b>649.20</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0005032	08/14/2020	NM RETIREE HEALTH CARE P	401-2-200-020-000	5.18
NM RETIREE HEALTH CARE A	INV0005041	08/21/2020	NM RETIREE HEALTH CARE P	401-2-200-020-000	3.61
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,871.64
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,907.42
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	427-2-200-020-000	103.62
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	432-2-200-020-000	105.68
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	435-2-200-020-000	177.48
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	437-2-200-020-000	57.89
NM RETIREE HEALTH CARE A	INV0005065	08/27/2020	NM RETIREE HEALTH CARE P	452-2-200-020-000	432.95
NM RETIREE HEALTH CARE A	INV0005066	08/27/2020	NM Retiree HealthCare Law	401-2-200-020-000	2,828.45
NM RETIREE HEALTH CARE A	INV0005066	08/27/2020	NM Retiree HealthCare Law	431-2-200-020-000	5.35
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>12,499.27</b>
<b>Vendor: PRE-PAID LEGAL SERVICES INC</b>					
PRE-PAID LEGAL SERVICES IN	INV0005045	08/27/2020	LEGAL SHIELD PAYABLE	401-2-200-022-000	200.30
PRE-PAID LEGAL SERVICES IN	INV0005045	08/27/2020	LEGAL SHIELD PAYABLE	402-2-200-022-000	170.40
<b>Vendor PRE-PAID LEGAL SERVICES INC Total:</b>					<b>370.70</b>
<b>Vendor: QUADIENT FINANCE USA, INC</b>					
QUADIENT FINANCE USA, IN	11677204-3	08/19/2020	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
<b>Vendor QUADIENT FINANCE USA, INC Total:</b>					<b>2,000.00</b>
<b>Vendor: QWEST INC</b>					
QWEST INC	CC021381	08/13/2020	ACCT.#575-347-2145-084B	410-8-816-340-000	60.85
<b>Vendor QWEST INC Total:</b>					<b>60.85</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC021384	08/17/2020	ACCT.#54-3949471-2	650-6-684-341-000	13,494.44
SOUTHWESTERN PUBLIC SER	CC021385	08/17/2020	ACCT.#54-3943737-1	401-6-691-243-000	36.99
SOUTHWESTERN PUBLIC SER	CC021386	08/17/2020	ACCT.#54-3943798-4	401-6-691-243-000	53.19
SOUTHWESTERN PUBLIC SER	CC021387	08/19/2020	ACCT.#54-3943772-4	401-6-691-243-000	36.27
SOUTHWESTERN PUBLIC SER	CC021388	08/17/2020	ACCT.#54-3949421-2	412-8-815-341-000	175.22
SOUTHWESTERN PUBLIC SER	CC021389	08/17/2020	ACCT.#54-3949465-4	402-6-651-341-000	1,106.55
SOUTHWESTERN PUBLIC SER	CC021390	08/17/2020	ACCT.#54-1485939-1	401-6-693-341-000	40.30
SOUTHWESTERN PUBLIC SER	CC021391	08/19/2020	ACCT.#54-3943703-1	401-6-691-243-000	37.35
SOUTHWESTERN PUBLIC SER	CC021392	08/19/2020	ACCT.#54-3943686-9	401-6-691-243-000	32.88
SOUTHWESTERN PUBLIC SER	CC021393	08/21/2020	ACCT.#54-8936266-1	412-8-815-341-000	95.34
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>15,108.53</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0005049	08/27/2020	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0005050	08/27/2020	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0005051	08/27/2020	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0005052	08/27/2020	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0005055	08/27/2020	J.JOHNSON 000088516	401-2-200-018-000	449.54
STATE OF NEW MEXICO	INV0005056	08/27/2020	8954 MATTA	437-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0005058	08/27/2020	000386026	402-2-200-018-000	138.46
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>1,161.19</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0005053	08/27/2020	0013625446-COBOS	401-2-200-018-000	327.23

Expense Approval Register

Packet: APPKT01464 - CHECK RUN/08/28/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS CHILD SUPPORT SDU	INV0005057	08/27/2020	0009646845 MATTA,RAY	437-2-200-011-000	189.98
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>517.21</b>
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	INV0005038	08/21/2020	UNITED WAY PAYABLE	401-2-200-010-000	5.00
UNITED WAY OF CHAVES CO	INV0005044	08/27/2020	UNITED WAY PAYABLE	401-2-200-010-000	165.22
UNITED WAY OF CHAVES CO	INV0005044	08/27/2020	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0005044	08/27/2020	UNITED WAY PAYABLE	435-2-200-010-000	1.00
UNITED WAY OF CHAVES CO	INV0005044	08/27/2020	UNITED WAY PAYABLE	452-2-200-010-000	10.00
<b>Vendor UNITED WAY OF CHAVES COUNTY Total:</b>					<b>216.22</b>
<b>Vendor: VISUAL EDGE, INC</b>					
VISUAL EDGE, INC	27648359	08/20/2020	ACCT.#010-1560570-000	452-8-832-251-000	221.62
VISUAL EDGE, INC	27671946	08/24/2020	ACCT.#003-1539862-000	670-6-671-375-000	159.63
VISUAL EDGE, INC	27688997	08/26/2020	ACCT.#003-1344694-000	670-6-671-375-000	126.99
<b>Vendor VISUAL EDGE, INC Total:</b>					<b>508.24</b>
<b>Grand Total:</b>					<b>71,265.49</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	37,960.13
402 - ROAD FUND	4,574.88
410 - MIDWAY VOLUNTEER FIRE FND	60.85
412 - SIERRA VOLUNTEER FIRE FND	301.49
427 - INDIGENT HOSPITAL CLAIMS	791.62
431 - PUBLIC SAFETY GRANT	9.44
432 - DWI GRANT FUNDS	105.68
435 - CORRECTION GRANTS	192.96
437 - ENVIRONMENTAL TAX	411.54
452 - FLOOD CONTROL	796.18
635 - EMERGENCY/CAPITAL OUTLAY	11,500.00
650 - DETENTION CONSTRUCTION PJ	14,274.10
670 - INTERNAL SERVICES	286.62
<b>Grand Total:</b>	<b>71,265.49</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	568.52
401-2-200-015-000	NEW YORK LIFE INSURA	449.20
401-2-200-016-000	GLOBE LIFE PAYABLE	3,798.43
401-2-200-018-000	CHILD ENFORCEMENT P	1,332.76
401-2-200-020-000	RETIREE H/C PAYABLE	9,708.88
401-2-200-022-000	PRE-PAID LEGAL PAYABL	200.30
401-2-200-024-000	ALTONS POWER BLOCK	24.10
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-645-268-000	CARE OF PRISONER SER	17,760.00
401-6-691-104-000	TEMPORARY SALARIES	1,376.66
401-6-691-230-000	SUPPLIES/TOOLS	504.30
401-6-691-243-000	HIGHWAY LIGHTS	196.68
401-6-693-341-000	UTILITIES	40.30
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-015-000	NEW YORK LIFE INSURA	180.00
402-2-200-016-000	GLOBE LIFE PAYABLE	708.29
402-2-200-018-000	CHILD ENFORCEMENT P	440.27
402-2-200-020-000	RETIREE H/C PAYABLE	1,907.42
402-2-200-022-000	PRE-PAID LEGAL PAYABL	170.40
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	1,106.55
410-8-816-340-000	TELEPHONE	60.85
412-8-815-341-000	UTILITIES	301.49
427-2-200-016-000	GLOBE LIFE PAYABLE	88.00
427-2-200-020-000	RETIREE H/C PAYABLE	103.62
427-6-639-296-000	INDIGENT BURIAL	600.00
431-2-200-010-000	UNITED WAY PAYABLE	1.70
431-2-200-016-000	GLOBE LIFE PAYABLE	2.39
431-2-200-020-000	RETIREE H/C PAYABLE	5.35
432-2-200-020-000	RETIREE H/C PAYABLE	105.68
435-2-200-010-000	UNITED WAY PAYABLE	1.00
435-2-200-016-000	GLOBE LIFE PAYABLE	14.48
435-2-200-020-000	RETIREE H/C PAYABLE	177.48
437-2-200-011-000	MISCELLANEOUS PAYABL	189.98
437-2-200-016-000	GLOBE LIFE PAYABLE	25.21
437-2-200-018-000	CHILD ENFORCEMENT P	138.46
437-2-200-020-000	RETIREE H/C PAYABLE	57.89
452-2-200-010-000	UNITED WAY PAYABLE	10.00
452-2-200-015-000	NEW YORK LIFE INSURA	20.00
452-2-200-016-000	GLOBE LIFE PAYABLE	111.61
452-2-200-020-000	RETIREE H/C PAYABLE	432.95
452-8-832-251-000	RENTALS	221.62

**Account Summary**

Account Number	Account Name	Expense Amount
635-6-682-375-000	LEASE PURCHASES	11,500.00
650-6-684-230-000	SUPPLIES/TOOLS	192.36
650-6-684-341-000	UTILITIES	14,081.74
670-6-671-375-000	LEASE PURCHASE PAYME	286.62
	<b>Grand Total:</b>	<b>71,265.49</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	71,265.49
<b>Grand Total:</b>	<b>71,265.49</b>

~~Approved for Payment~~  
*[Handwritten Signature]*

# August 2020 P-Card Report

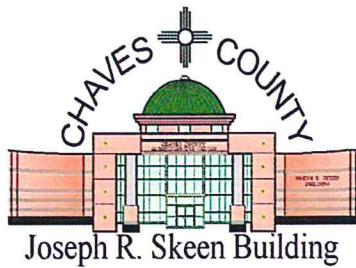
Account	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	\$10,691.63
401-6-611 Total	Commissioners	\$378.74
401-6-612 Total	County Manager	\$959.88
401-6-613 Total	Human Resources	\$4,922.67
401-6-614 Total	Safety	\$10,310.28
401-6-616 Total	Fire & Emergency Services	\$806.10
401-6-619 Total	Working Capital	\$218.71
401-6-621 Total	Public Works	\$684.80
401-6-622 Total	Information Technology	\$14,110.45
401-6-624 Total	Planning & Zoning	\$1,060.91
401-6-625 Total	Purchasing	\$1,079.90
401-6-631 Total	Finance Dept	\$1,267.72
401-6-632 Total	Community Development	\$712.70
401-6-641 Total	Detention Administration	\$691.63
401-6-642 Total	Adult Detention	\$85.23
401-6-645 Total	Juvenile CCJD	\$387.22
401-6-691 Total	Facility Maintenance	\$7,252.09
401-6-692 Total	Courthouse Maintenance	\$4,734.22
401-6-693 Total	Facility Maintenance. Health Dept.	\$1,086.86
401-6-694 Total	Facility Maintenance. CC Road Dept.	\$95.02
401-6-696 Total	Operating Exp - CCDC	\$1,088.37
401-6-699 Total	St. Mary Complex	\$126.38
401-7-721 Total	Clerk Admin	\$2,676.70
401-7-731 Total	Assessor Admin	\$1,882.90
401-7-732 Total	Assessor Appraisal	\$974.50
401-7-741 Total	Treasurer Dept.	\$811.24
401-7-751 Total	Sheriff Admin	\$14,397.08
401-7-752 Total	Sheriff Patrol & Investigation	\$10,085.14
402-6-651 Total	Road Admin	\$1,823.92
402-6-652 Total	Road Shop	\$538.10
402-6-653 Total	Road Construction & Maintenance	\$22,508.08
402-6-654 Total	Road Vector Control	\$12.62
407-8-811 Total	Dunken FD	\$381.12
408-8-812 Total	East Grand Plains FD	\$2,037.72
409-8-813 Total	Penasco FD	\$979.03
410-8-816 Total	Midway FD	\$8,071.17
411-8-814 Total	Berrendo FD	\$8,214.40
411-8-820 Total	Berrendo FD	\$1,290.52
412-8-815 Total	Sierra FD	\$6,543.48
413-8-818 Total	Rio Felix FD	\$879.12
414-8-819 Total	Fire District #8	\$1,609.20

<b>427-6-638 Total</b>	Indigent	\$341.10
<b>430-7-753 Total</b>	Law Enforcement	\$225.84
<b>432-7-761 Total</b>	DWI	\$2,165.14
<b>435-6-643 Total</b>	Court Services	\$1.47
<b>452-8-832 Total</b>	Flood Dept.	\$10,367.51
<b>620-7-725 Total</b>	Clerk	\$6,728.00
<b>628-7-733 Total</b>	Assessor	\$993.94
<b>631-8-884 Total</b>	Other Grant's & Contracts	\$2,937.83
<b>631-8-886 Total</b>	Other Grant's & Contracts	\$395.00
<b>631-8-889 Total</b>	Other Grant's & Contracts	\$831.40
<b>635-6-682 Total</b>	Emergency & Capital Outlay	\$37.99
<b>650-6-684 Total</b>	CCDC Construction Fund	\$8,546.81
<b>670-6-671 Total</b>	Internal Services	\$4,654.77
<b>Grand Total</b>		\$186,694.35

**Chaves County Clerk's Office**

**COMMISSIONERS**

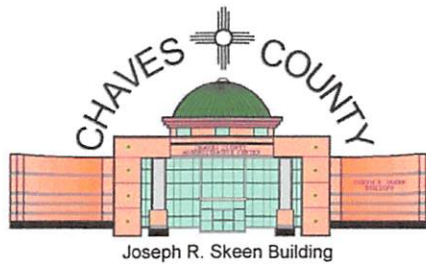
Dave Kunko  
 #1 St. Mary's Place  
 PO Box 580  
 Roswell, NM 88203  
 Phone: 575-624-6614  
 Fax: 575-624-6523  
 Email: coclerk@co.chaves.nm.us



- Dara Dana • District 1
- T Calder Ezzell Jr • District 2
- Jeff Bilberry • District 3
- Robert B. Corn • District 4
- William E. Cavin • District 5

<b>Summary Report</b>	
<b>08/01/2020-08/31/2020</b>	
<b>CLERK FEES (EQUIPMENT) .....</b>	<b>\$ 5,313.00</b>
<b>GEN CLERK'S FEES .....</b>	<b>\$ 15,964.50</b>
<b>LIQUOR LICENSE .....</b>	<b>\$ -</b>
<b>CHILDREN'S TRUST FUND .....</b>	<b>\$ 525.00</b>
<b>PROBATE .....</b>	<b>\$ 832.34</b>
<b>PHOTOCOPIES.....</b>	<b>\$ 628.50</b>
<b>GOVT GROSS RECEIPTS TAX .....</b>	<b>\$ 138.80</b>
<b>TOTAL AMOUNT:</b>	<b>\$ 23,402.14</b>
<b>TOTAL DOCUMENTS FILED</b>	<b>779</b>
<b>NEW MARRIAGE LICENSES</b>	<b>35</b>
<b>NEW PROBATES</b>	<b>21</b>
<b>NEW SURVEYS</b>	<b>2</b>
<b>NEW PLATS</b>	<b>1</b>
<b>VOTER CHANGES</b>	<b>678</b>
<b>NEW REGISTRANTS</b>	<b>286</b>
<b>REPUBLICANS</b>	<b>16896</b>
<b>DEMOCRATS</b>	<b>9581</b>
<b>LIBERTARIANS</b>	<b>283</b>
<b>OTHER</b>	<b>7516</b>

**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  
T. Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Robert Corn · District 4  
William E. Cavin · District 5

**Road Operations Director**  
Joe E. West

**County Manager**  
Stanton L. Riggs

**August 2020**

MAN-HOURS	8,157.00	
MANPOWER COST		\$255,005.86
MAN-HOURS ON ROAD PROJECTS	6,672.25	
MANPOWER COST ON ROAD PROJECTS		\$213,270.35
MILES BLADED	182.40	
MILES MOWED	324.65	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,953.95	
VEHICLE AND EQUIPMENT COSTS		\$232,718.74
GALLONS WATER HAULED	486,912.50	
COST OF CITY WATER		\$430.98
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	980.00	\$10,267.40
BASE COURSE USED ON ROAD PROJECTS	80.00	\$267.20
COLD MIX USED ON ROAD PROJECTS	109.90	\$11,209.80
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	40.00	\$240.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$87,437.44
DEMURRAGE		\$0.00
GAS (gallons)	2435.30	\$3,982.78
DIESEL (gallons)	7095.90	\$11,796.30
GAS - Dunken (gallons)	206.90	\$338.19
DIESEL - Dunken (gallons)	391.10	\$652.89
COST OF ROADWORK		\$572,612.07
COST OF SOLID WASTE		\$15,781.89

  
**JOE E. WEST**  
**ROAD OPERATIONS DIRECTOR**

Sheriff's Office  
**CHAVES COUNTY**

#1 Saint Mary's Place  
P.O. Box 1396  
Roswell, New Mexico 88203  
(575) 624-6500

**Mike Herrington, Sheriff**

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Sheriff's Monthly Statistics Report

August 2020

Commission Meeting: September 17, 2020

Total Number of Arrests: 80

Adult: 77

Juvenile: 3

Total Number of DWI's: 10

Total Number of Arrest Citations: 7

Adult: 6

Juvenile: 1

Total Number of Non-Traffic

Citations: 0

Total Number of Traffic Citations: 113

Total Number of Accident Reports: 13

CCSO Mileage Report  
AUGUST 2020

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total	
900	2013	Ford	Taurus	Beagles-Clar, Amanda	152766	154,218	1452	
901	2016	Ford	F-250 Crew Cab	Spare	133051	133,540	489	
902	2009	Ford	F-150	Spare	194725	195,314	589	
903	2014	Ford	F-150	Serna, Jimmy	96465	97,730	1265	
905	2017	Ford	F-150	Hohle, Doug	63108	64,668	1560	
907	2011	Ford	F-250 Crew Cab	Spare	230415	230,916	501	
908	2013	Ford	Taurus	Spare	150571	151,073	502	
909	2019	Ford	F-150	Hite, Laura	21873	23,472	1599	
910	2014	Ford	F-150 4x4	Yslas, Charles	97052	99,099	2047	
911	2016	Ford	Expedition 4x4	Spare	101300	103,593	2293	
913	2016	Ford	Expedition 4x4	Ray, Mike	70812	71,200	388	
914	2018	Ford	Taurus	Kennard, Gauge	47118	49,048	1930	
915	2008	Dodge	Charger	Ornelas, Daniel	99285	99,575	290	
916	2018	Ford	Explorer	Ramos, Raul	42828	45,111	2283	
917	2018	Ford	Explorer	Shannon, Mike	56990	59,240	2250	
918	2006	Ford	Van	Transport	121384	121,384	0	
919	2009	Ford	Crown Victoria	Martinez, Joshua-Broken OD	128383	128,383	0	
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91880	91,880	0	
922	2018	Ford	Explorer	Ramirez, Joel	30143	30,715	572	
923	2005	Ford	F-150	Sanchez, Jacob	115331	115,755	424	
924	2008	Ford	Crown Victoria	Avila, Ignacio	127831	128,155	324	
925	2018	Ford	Explorer	Delgado, Ricardo	55183	57,036	1853	
928	2010	Dodge	Van	Transport	158369	158,731	362	
929	2013	Ford	Explorer	Burkowski, Michael	71855	72,338	483	
930	2014	Ford	Taurus	Perez, Agustin	52966	53,454	488	
931	2008	Ford	Crown Victoria	Spare	121689	122,139	450	
933	2017	Ford	Explorer	De La Cerda, Nathaniel	48864	51,762	2898	
934	2017	Ford	Explorer	Conklin, Benjamin	98674	101,134	2460	
935	2017	Ford	Explorer	Wrecked	86301	86,301	0	
937	2015	Chevy	Caprice	Spare	97906	98,286	380	
939	2015	Chevy	Caprice	Spare	94282	95,457	1175	
940	2010	Ford	F-150	Serrano	155838	156,458	620	
941	2014	Ford	Taurus	Spare	109972	111,092	1120	
942	2008	Chevy	Caprice	Mckelvey, Joshua	114770	114,770	0	
943	2014	Ford	Taurus	Spare	98760	101,626	2866	
944	2014	Ford	Taurus	Padilla, Olivia	105994	107,394	1400	
945	2014	Ford	Taurus	Silvas, Pedro	125097	126,900	1803	
946	2014	Ford	Taurus	Cody Smothermon	128847	129079	232	
947	2013	Chevy	Tahoe	Herrington, Mike	61995	63,230	1235	
948	2011	Ford	Crown Victoria	Romero, Anna	125762	125,974	212	
951	2010	Ford	Crown Victoria	McDaniel, Dallas	96921	97,200	279	
952	2010	Ford	Expedition	Spare	139912	140,599	687	
953	2010	Ford	Expedition	Wrecked	128040	128,040	0	
955	2013	Ford	Focus	CID Spare-Civilian	96058	96,058	0	
956	2014	Ford	Taurus	Spare	118515	119,076	561	
957	2014	Ford	Taurus	Travis Hardy	130799	132,677	1878	
960	2007	Ford	Crown Victoria	Spare	115106	115,106	0	
961	2018	Ford	Van	Transport	17630	18,114	484	
962	2015	Dodge	Caravan	Transport	118076	122,208	4132	
977	2019	Ford	F-150	Drake, Charles	24006	26,257	2251	
978	2019	Ford	F-150	Mason, James	14328	16,528	2200	
979	2020	Ford	F-150	Barrientos, Miguel	1058	3,326	2,268	
980	2020	Ford	F-150	Parmer, Jeremy	245	2,780	2535	
981	2020	Ford	F-150	Hendrix, Scott	261	3,319		
982	2020	Ford	F-150	Whitzel, David	398	2,100	1,702	
983	2020	Ford	F-150	Salas, Andres	380	2,325	1,945	
989	2011	Chevy	Tahoe	Sedillo, Tony	105,448	106,955	1,507	
994	2020	Ford	F-150	Nava, Isaac	214	442	228	
995	2020	Ford	F-150	Cassidy, Maria	214	380	166	
996	2020	Ford	F-150	Cobos, Isaac	214	354	140	
997	2020	Ford	F-150	Johnson, James	283	649	366	
998	2007	Ford	Fusion	Bell, Sarah	25396	25,453	57	
999		Ford	F-550 Diesel	Crime Scene Truck	214,782	214,787	5	
<b>TOTAL:</b>							<b>64186</b>	

\*\*Spare maybe in use due to Assigned Units in the Shop for repairs

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## President's Report September 2020

- Housing
  - Site visit by a different modular home building company showed interest in our local market to build homes and the possibility of expanding their manufacturing from their current plant. Several sites were favorable, and they are looking at other communities in the region. **Update:** Discussions with this developer still indicates interest in the communities in south eastern New Mexico. They are still planning on building homes here in the near future.
  - Site visit planned by Horizon Ventures was postponed due to team members testing positive for the Coronavirus. Once they receive the “all-clear”, we anticipate the visit will be rescheduled. **Update:** Developer is still interested in building here as well and is in additional discussions with their Board of Directors.
- Workforce Development.
  - Career Technical Education (CTE). We hosted an online meeting with Eastern NM University-Roswell and Department of Workforce Solutions. We will be re-connecting the aircraft maintenance companies with ENMU-R and the curriculum developer to identify workforce training needs.
  - Continued collaboration with ENMU-R for the Business Needs Assessment survey resulted in their recent return. Although return rate was a little higher than last survey attempt, ENMU-R is analyzing data to determine curriculum changes. The EDC will also continue surveying the local business community and providing results from our business retention and expansion visits.
- Roswell Air Center.
  - American Airline's recent announcement to suspend operations in Roswell. We provided support to city, state, and federal legislators to advocate for the suspension abatement.
  - Attended the second Airport Steering Committee. Discussions centered around presentations provided by Juan Fuentes, Roswell City Administrative Services Director and Scott Stark, Roswell Air Center Director.
- Real estate development.
  - The EDC has partnered with Xcel Energy for a Certified Sites Program for 44 acres at the Roswell Air Center. The intent is to provide shovel ready sites to attract specialty aviation repair companies that support current companies already located at the center.

- The EDC visited the Department of Health building located at the Air Center at the request of, and with Roswell City councilors. Facility lease is currently under renewal negotiations with the city.
- Tourism.
  - Meet with Paige Smith, Holiday Inn Express and discussed how we could better partner and support the local hospitality industry.
  - Attended the Grand Opening of the Hilton Home 2 Suites.
- Project updates:
  - Project “Jump”. A small manufacturing business conducted a site visit to locate possible locations. Company is seeking SBA financing and intend to begin their project early 2021. **Update:** Company has selected possible sites and arranging financing options.
  - Project “RAC”. An expansion project, the company visited Roswell and is awaiting additional information for facility build-out. Project is on track and we have received positive feedback. **Update:** Company’s updated engineering and plan design is nearly completed. State incentives are being considered.
  - Project “Safety”. A 20-year experienced manufacturing company seeking a large site for expansion which supplies federal, state, and local governments with critical products involving disaster relief and recovery operations. We provided information on the former MTS facility as a possible site as well as community and workforce data. **Update:** Company required a large site (MTS facility), however, required the facility to have higher ceiling heights than was available. In addition, they required rail access on-site. We are no longer a preferred location for this project. Project closed.
  - Project “Refuge”. This *new* multi-faceted project is a facility build-out requiring 40 acres for medical purposes. Land options have been presented and the company is preparing essential documentation. We assisted in helping secure a possible investor for project financing, with negotiations currently in progress.
  - Project “Gold”. This is a *new* business expansion project requiring build-out of a large warehouse and distribution facility. Land purchase is currently in negotiations. Expansion will facilitate a broader business scope and the creation of additional jobs.
- Annual RCCEDC Meeting was held virtually on August 26, 2020. Highlights of the past fiscal year was presented with the vision for next year’s projections and scope of work. Soon to be published electronically will be a copy of our annual report.
- The EDC hosted a small meeting for US Representative Xochitl Torres Small and local business leaders to discuss business concerns over a variety of topics, which included challenges to the Oil and Gas Industry, Dairy, and the American Airlines flight suspension.

## **BRE Manager's Report August 2020**

- Have been doing BRE visits. Checking in on members and making sure that they are receiving emails that Melissa sends. Visited with Roswell Livestock & Farm Supply to check on them and to see how we can help them now that Roswell is getting a Big R. Visited ITS Quest and Spring River apartments both doing good.
- Contacted all the flower shops that had not applied for the CARES Act Grant and gave them the opportunity to apply for the grant. Flower shops are another service area that took a big hit with the COVID shut down. With big events being cancelled such as graduations, prom, weddings, and dance recitals.
- Helped Main Street Roswell with this year's Virtual Chili Cheese Festival on September 4<sup>th</sup>. The Chili Cheese Festival was virtual this year, but they did have a scavenger hunt to help drive business to the downtown businesses. I helped set up the booth, pass out scavenger hunt maps and information.
- Updated the membership roster, I removed members who had not paid so we could have a list with our most current members. I send membership invoices every month. Keeping track of who is paying and who is not. I have created a past due notice to send to the businesses who do not pay on time as a reminder.
- Have created new membership/partner invite letter for new potential members. We have also revised and updated the membership tiers. The information we previously had for membership recruitment was outdated. I have been reaching out to potential new members, I contacted a total of 15 businesses. I have received a few responses, and some are still pending.

- CARES Grant program. The EDC continues to reach-out to local area businesses for applications for this program. Funding has been approved, with the EDC, City, and County working on allocation and distribution processes to provide grant funding for businesses.
- Business Retention and Expansion Program (BR&E). This vital program is an economic development strategy of proactively connecting with existing businesses to understand and respond to their needs, so they may grow, stay, be resilient, and become more committed to the community. We are developing a timeline and tracking mechanism to meet with area businesses throughout the year, to assist them in their needs for hopeful expansion, creation of new jobs, and infrastructure.
- Joining the EDC team full-time is Irma Perez who has been employed with us for the past 2 years as the part-time Office Manager. Her primary duties are centered around typical administrative functions, however, with a top priority on our Business Retention and Expansion program to support local existing businesses.

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## **Project Manager's Report August 2020**

- Partnered with the City of Roswell and Chaves County to help with CARES Act Grant. Have still been giving businesses the opportunity to apply. I have now received a total of 119 applications compared to the 96 I received on August 3<sup>rd</sup>. I have taken applications or called a few businesses that I hear are struggling. I will be attending the training with City & County staff on how to distribute the money to the businesses. I will be helping with the distribution process as well as gathering additional documents from applicants.
- I represent the EDC as a board member on the Mainstreet Roswell, I attend a monthly meeting. The traditional Chile Cheese Festival had to be cancelled due to large gatherings being prohibited. Main Street Roswell created a virtual Chile Cheese Festival and it was hosted on Labor Day Weekend September 4<sup>th</sup>- 5<sup>th</sup>. Mainstreet Roswell created a scavenger hunt to provide much needed foot traffic into our local businesses and The Country Giant did airwaves with a 2-day promotional event and provided our business community with free advertising. I helped with setting up their booth in front of the courthouse and gave out information and prizes.
- Working on our Real Estate. I have been assembling & maintaining an inventory of all available commercial real estate properties. I have been filling out data sheets of the properties with relevant property information that is needed when we have a someone interested in the property or I am doing a PRO from the state.
- Completely redesigned the EDC website. Updated the design and information on the pages. Needed to be updated, there are still things that need to be worked on. Will continue updating page by page. It is important to have an updated website, especially now that we are getting more visits to our website. There was a total of 1,332 views this month.
- Posting information and providing links available for webinars on our Facebook page that could be beneficial to our community and business owners during this time. Sharing posts from our members and community. Posting news and updates on our website. I have also been emailing our members information I receive that may be useful for them or someone they know.
- Finished my six-week online New Mexico Basic Economic Development Course. The course gave me resources and tools I can now utilize for the EDC. Different topics were covered such as business attraction, BRE, workforce development, financing & incentives for projects, and strategic planning. I will be getting a certificate for this course.