

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

October 21, 2021 –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

AGENDA ITEMS

A. PUBLIC HEARINGS

B. AGREEMENTS AND RESOLUTIONS

1. Ratification Agreement A-21-008 between Chaves County and New Mexico Aging and Long-Term Services for Appropriation #A20E5212
2. Ratification Agreement A-21-009 between Chaves County and New Mexico Aging and Long-Term Services for Appropriation #A20E5214
3. Ratification Agreement A-21-010 between Chaves County and New Mexico Aging and Long-Term Services for Appropriation #A20E5211
4. Ratification Agreement A-21-011 between Chaves County and the New Mexico Aging and Long-Term Services for Appropriation #A20E5210
5. Ratification Agreement A-21-012 between Chaves County and New Mexico Aging and Long-Term Services for Appropriation #A20E5213
6. Ratification Agreement A-21-013 between Chaves County and the New Mexico Aging and Long-Term Services for Appropriation #A20E5209
7. Ratification Agreement A-21-023 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #21-F2689

8. A Ratification Agreement A-21-024 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #21-F2683
9. Ratification Agreement A-21-025 between Chaves County and New Mexico Department of Finance and Administration for Appropriation #21-F2690
10. Approval of Agreement A-21-036 for the lease of motor grader
11. Agreement A-21-045 AMR Ambulance IHC Provider
12. Lease Agreement A-21-046 between Chaves County and American Medical Response Ambulance, Inc.
13. Agreement A-21-047 Trans Aero Medevac'd IHC Provider
14. Resolution R-21-049 Approving change to Personnel Chart H
15. Resolution R-21-050 Deletion of Property and Proposed Disposition
16. Resolution R-21-051 and Agreement A-21-048 Participation in Transportation Project Fund Program Administered by New Mexico Department of transportation

ITB/RFP'S

OTHER BUSINESS

17. Staff is requesting permission to publish for a public hearing regarding LEDA and Ordinance No. O-109

APPROVAL OF CHECKS APPROVAL OF REPORTS

UNSCHEDULED COMMUNICATIONS LIMITED TO THREE MINUTES PER VISITOR NOT TO EXCEED 15 MINUTES NO FORMAL ACTION TAKEN BY COMMISSION

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **CLOSED SESSIONS: PURSANT TO SECTION 10-15-1-(H) (2), NMSA 1978 PERSONNEL MATTERS, 10-15-1 (H) (5) COLLECTIVE BARGAINING, 10-15-1- (H) (7) DISCUSS THREATENED OR PENDING LITIGATION**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you are an individual with a disability who needs 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: 3

Requesting Ratification of Approval for Agreement A-21-008 between Chaves County and NM Aging and Long Term Services for Appropriation #A20E5212 in the amount of \$51,000.00

MEETING DATE: 10/21/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Agreement A-21-008

Item Summary:

Staff requests approval of Agreement #A-21-008 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #A20E5212 in the amount of \$51,000.00 for the purchase of Kitchen Equipment on behalf of the Roswell JOY Center.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-008

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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

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.

- of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
- 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 expenditures.
 - c. The Department may, in its 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 sends, by mail or email, 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 begin work.

B. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. 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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County
Name: Mac Rogers
Title: Chaves County Public Services Director
Address: P.O. Box 1817, Roswell, NM 88202-1817
Email: mac.rogers@chavescounty.gov
Telephone: 575-624-6600

Grantee: Chaves County
Name: Georgianna Hunt
Title: Project Specialist
Address: P.O. Box 1597, Roswell, NM 88202-1597
Email: georgianna.hunt@chavescounty.gov
Telephone: 575-624-6689

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 **June 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, 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).

B. 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 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, 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).

C. 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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 Grantee 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:
request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of 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.

C. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

- D. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) 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 it 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 Conflict of Interest and 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed 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 six (6) 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.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 County of Chaves may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Chaves'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 County of Chaves or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Chaves or the Department."

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

Grantee acknowledges 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Chaves may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Chaves'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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.
- B.** Grantee acknowledges and agrees that the 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 this Agreement as of the date of execution by the Department.

GRANTEE

William E. Cavin
Signature of Official with Authority to Bind Grantee

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

Its: Chairman
(Type or Print Title)

September 20, 2021
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____
ALTSD Cabinet Secretary

Date: _____

By: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

Date: _____

By: _____
ALTSD Chief Financial Officer

Date: _____



EXHIBIT 1	
ALTSD CAPITAL OUTLAY GRANT	
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT	
MONTHLY REPORT <input type="checkbox"/> <small>(file on the 1st day of the month)</small>	PROJECT TITLE: _____ PAY REQUEST NO. _____

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City State Zip Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount (if applicable) _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT

Fiscal Year Expenditure Period Ending
 (check one)
 (Jan-Jun) (Jul-Dec)

Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name

 Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

**EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Chaves.

The County of Chaves was not required to provide documentation regarding special conditions, as referenced in the County of Chaves current published audit file. Therefore, the criteria to enter into this agreement have been met.

**EXHIBIT 4
 ALTSD CAPITAL OUTLAY
 PROJECT DESCRIPTION
 SCOPE OF WORK (SOW)**

**PROJECT DESCRIPTION FORM
 SCOPE OF WORK (SOW)**

(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Roswell Joy Center Meals Equipment
3. **Grant Agreement Number:** A20E5212
4. **Background Narrative:** The Roswell JOY Center was awarded \$51,000.00 for the purpose of replacing old, outdated kitchen equipment with new equipment in order to maintain and improve the current level of service provided.
5. **Work Plan:** To purchase a 60", 6 burners, 24" griddle gas range, a gas Tilting Skillet Braising Pan, and a gas Convection double-deck, solid state control Convection Oven. All purchases will include Warranties, accessories, and installation

6. Budget Detail:

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	0	0
Construction	0	0
Renovation	0	0
Improvements for Code Compliance	0	0
Equipment	0	\$51,000.00
Vehicle Purchase	0	0
Other Costs (specify)	0	0
Totals	\$0	\$51,000.00

7. **Performance Measures:** Chaves County will act as Fiscal Agent for this project and work in conjunction with the Executive Director of the Chaves County JOY Centers, Monica Duran, to ensure the equipment purchased will meet the budgeted amount of \$51,000.00 allocated for this purpose.
8. **Results Expected:** To have the old, outdated kitchen equipment replaced with new, kitchen equipment and all installations completed.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Construction	Months 4-16
Renovation	Months 4-8
Code Compliance projects	Months 4-10
Vehicles – Purchase and Equip	Month 6
Project Completion & Review	Month 7
Submit <u>Exhibit I – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Mac Rogers
 Title: Chaves County Public Services Director
 Address: P.O. Box 1817, Roswell, NM 88202-1817
 Email: mac.rogers@chavescounty.gov
 Phone: (575) 624-6600

Name: Georgianna Hunt
 Title: Project Specialist
 Address: P.O. Box 1597, Roswell, NM 88202-1597
 Email: georgianna.hunt@chavescounty.gov
 Phone: (575) 624-6689

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

AGENDA ITEM: 2

**Requesting Ratification of Approval
for Agreement A-21-009 between
Chaves County and NM Aging and Long
Term Services for Appropriation
#A20E5214 in the amount of
\$312,645.00**

MEETING DATE: October 21, 2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Agreement A-21-009

Item Summary:

Staff requests ratification of approval for Agreement #A-21-009 between Chaves County and New Mexico Aging and Long Term Services for appropriation #A20E5214 in the amount of \$312,645.00 for the purpose of purchasing and equipping vehicles for the Roswell JOY Center.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-009

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 29th day of September, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and 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, Chp. 84, Section 10, Subsection A, Paragraph 15 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5214 \$312,645

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 15, three hundred twelve thousand six hundred forty-five dollars \$312,645 to purchase and equip vehicles for the Roswell Joy center in Chaves County.

The Grantee's total reimbursements shall not exceed the appropriation three hundred twelve thousand six hundred forty-five dollars \$312,645 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals three hundred twelve thousand six hundred forty-five dollars \$312,645, (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.

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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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

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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- 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 expenditures.
- c. The Department may, in its 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 sends, by mail or email, 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 begin work.

B. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. 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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County
Name: Mac Rogers
Title: Chaves County Public Services Director
Address: P.O. Box 1817, Roswell, NM 88202-1817
Email: mac.rogers@chavescounty.gov
Telephone: 575-624-6600

Grantee: Chaves County
Name: Georgianna Hunt
Title: Project Specialist
Address: P.O. Box 1597, Roswell, NM 88202-1597
Email: georgianna.hunt@chavescounty.gov
Telephone: 575-624-6689

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 **June 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, 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).

B. 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 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, 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).

C. 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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 Grantee 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:

request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of 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.

C. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

- D. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) 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 it 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 Conflict of Interest and 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed 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 six (6) 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.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 County of Chaves may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Chaves'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 County of Chaves or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Chaves or the Department."

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

Grantee acknowledges 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Chaves may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Chaves'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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.
- B. Grantee acknowledges and agrees that the 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 this Agreement as of the date of execution by the Department.

GRANTEE



Signature of Official with Authority to Bind Grantee

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

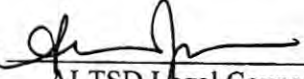
Its: Chairman
(Type or Print Title)

September 29, 2021
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____
ALTSD Cabinet Secretary

Date: _____

By:  _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

Date: 9/28/2021

By: _____
ALTSD Chief Financial Officer

Date: _____



EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____
 Address: _____ City: _____ State: _____ Zip: _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the **project phase**.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount (if applicable): _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
 Fiscal Year Expenditure Period Ending (check one)
 (Jan-Jun) (Jul-Dec)
 Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts, and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name: _____ Grantee Representative Signature & Printed Name (Preparer): _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

**EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Chaves.

The County of Chaves was not required to provide documentation regarding special conditions, as referenced in the County of Chaves current published audit file. Therefore, the criteria to enter into this agreement have been met.

**EXHIBIT 4
 ALTSD CAPITAL OUTLAY
 PROJECT DESCRIPTION
 SCOPE OF WORK (SOW)**

**PROJECT DESCRIPTION FORM
 SCOPE OF WORK (SOW)**

(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Roswell Joy Center Vehicle Purchase
3. **Grant Agreement Number:** A20E5214
4. **Background Narrative:** The Roswell JOY Center was awarded \$312,645.00 for the purpose of purchasing seven Vehicles in Appropriation A20E5214.
5. **Work Plan:** To purchase seven vehicles, 5 Minivans and a 15-passenger Van. Of these vehicles, 4 will be handicap equipped and 3 will be regular transport vehicles. These vehicles will replace 7 vehicles that have over 100,000 miles on them or close to 100,000.00. All 7 vehicles being replaced are 10 years old or older and have been used to transport Seniors who require assistance in order to facilitate independent living.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	0	0
Construction	0	0
Renovation	0	0
Improvements for Code Compliance	0	0
Equipment	0	0
Vehicle Purchase	0	\$312,645.00
Other Costs (specify)	0	0
Totals	\$0	\$312,645.00

7. **Performance Measures:** Chaves County will act as Fiscal Agent for this project and work in conjunction with the Executive Director of the Chaves County JOY Centers, Monica Duran, to ensure the vehicle purchased will meet the budgeted amount of \$312,645.00 allocated for this purpose.
8. **Results Expected:** Purchase and Equipping of 7 new vehicles consisting of 5 Mini-vans and a 15-passenger van to replace older vehicles and get the new vehicles into service.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Construction	Months 4-16
Renovation	Months 4-8
Code Compliance projects	Months 4-10
Vehicles – Purchase and Equip	Month 6
Project Completion & Review	Month 7
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Mac Rogers
 Title: Chaves County Public Services Director
 Address: P.O. Box 1817, Roswell, NM 88202-1817
 Email: mac.rogers@chavescounty.gov
 Phone: (575) 624-6600

Name: Georgianna Hunt
 Title: Project Specialist
 Address: P.O. Box 1597, Roswell, NM 88202-1597
 Email: georgianna.hunt@chavescounty.gov
 Phone: (575) 624-6689

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

AGENDA ITEM: 3

Requesting Ratification of Approval for Agreement A-21-010 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #A20E5211 in the amount of \$51,728.00

MEETING DATE: 10/21/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Approval of Agreement A-43/232

Item Summary:

Staff requests approval of Agreement #A-21-010 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #A20E5211 in the amount of \$51,728.00 for the purpose of Purchasing a Home Meals Delivery Vehicle for the Midway JOY Center.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-010

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 20th day of September, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and 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, Chp. 84, Section 10, Subsection A, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5211 \$51,728

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 12, fifty-one thousand seven hundred twenty-eight dollars \$51,728 to purchase and equip vehicles for the Midway Joy center in Chaves County.

The Grantee's total reimbursements shall not exceed the appropriation fifty-one thousand seven hundred twenty-eight dollars \$51,728 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals fifty-one thousand seven hundred twenty-eight dollars \$51,728, (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.

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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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

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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- 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 expenditures.
- c. The Department may, in its 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 sends, by mail or email, 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 begin work.

B. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. 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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County
Name: Mac Rogers
Title: Chaves County Public Services Director
Address: P.O. Box 1817, Roswell, NM 88202-1817
Email: mac.rogers@chavescounty.gov
Telephone: 575-624-6600

Grantee: Chaves County
Name: Georgianna Hunt
Title: Project Specialist
Address: P.O. Box 1597, Roswell, NM 88202-1597
Email: georgianna.hunt@chavescounty.gov
Telephone: 575-624-6689

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 **June 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, 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).

B. 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 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, 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).

C. 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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 Grantee 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:

request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.
- B.** The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of 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.

C. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) 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 it 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 Conflict of Interest and 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed 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 six (6) 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.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 County of Chaves may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Chaves'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 County of Chaves or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Chaves or the Department."

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

Grantee acknowledges 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Chaves may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Chaves'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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.
- B.** Grantee acknowledges and agrees that the 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 this Agreement as of the date of execution by the Department.

GRANTEE



Signature of Official with Authority to Bind Grantee

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

Its: Chairman
(Type or Print Title)

September 20, 2021
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____ Date: _____
ALTSD Cabinet Secretary

By: _____ Date: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: _____ Date: _____
ALTSD Chief Financial Officer



**EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT**

MONTHLY REPORT PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____

Address: _____ City State Zip Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the **project phase**.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount *(if applicable)*: _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Items	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
 Fiscal Year Expenditure Period Ending
 (check one)
 (Jan-Jun) (Jul-Dec)
 Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name _____ Grantee Representative Signature & Printed Name *(Preparer)* _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agree with the above submitted information.

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

**EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Chaves.

The County of Chaves was not required to provide documentation regarding special conditions, as referenced in the County of Chaves current published audit file. Therefore, the criteria to enter into this agreement have been met.

**EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)**

**PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)**

(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Midway Joy Center Vehicle Purchase
3. **Grant Agreement Number:** A20E5211
4. **Background Narrative:** The Midway JOY Center was awarded \$51,728.00 for the purpose of purchasing a Vehicle in Appropriation A20E5211.
5. **Work Plan:** To purchase a new Home delivered meals vehicle that will replace a 2011 Ford Meal Truck that has exceeded 105,959 miles on the odometer.

6. **Budget Detail:**

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	0	0
Construction	0	0
Renovation	0	0
Improvements for Code Compliance	0	0
Equipment	0	0
Vehicle Purchase	0	\$51,728.00
Other Costs (specify)	0	0
Totals	\$0	\$51,728.00

7. **Performance Measures:** Chaves County will act as Fiscal Agent for this project and work in conjunction with the Executive Director of the Chaves County JOY Centers, Monica Duran, to ensure the vehicle purchased will meet the budgeted amount of \$51,728.00 allocated for this purpose.
8. **Results Expected:** To have a new meal delivery vehicle.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
--	--

RFP/Quotes Secured	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Construction	Months 4-16
Renovation	Months 4-8
Code Compliance projects	Months 4-10
Vehicles – Purchase and Equip	Month 6
Project Completion & Review	Month 7
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Mac Rogers
 Title: Chaves County Public Services Director
 Address: P.O. Box 1817, Roswell, NM 88202-1817
 Email: mac.rogers@chavescounty.gov
 Phone: (575) 624-6600

Name: Georgianna Hunt
 Title: Project Specialist
 Address: P.O. Box 1597, Roswell, NM 88202-1597
 Email: georgianna.hunt@chavescounty.gov
 Phone: (575) 624-6689

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

AGENDA ITEM: 4

**Requesting Ratification of Approval
for Agreement A-21-011 between
Chaves County and the NM Aging and
Long Term Services for Appropriation
#A20E5210 in the amount of \$84,716.00**

MEETING DATE: October 21, 2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Agreement A-21-011

Item Summary:

Staff requests approval of Agreement #A-21-011 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #A20E5210 in the amount of \$84,716.00 for the purpose of Renovations at the Midway JOY Center.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-011

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 20th day of September, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and 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, Chp. 84, Section 10, Subsection A, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5210 \$84,716

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 11, eighty-four thousand seven hundred sixteen dollars \$84,716 for renovations to the Midway Joy center in Chaves County.

The Grantee's total reimbursements shall not exceed the appropriation eighty-four thousand seven hundred sixteen dollars \$84,716 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals eighty-four thousand seven hundred sixteen dollars \$84,716, (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.

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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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

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.

- of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
- 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 expenditures.
 - c. The Department may, in its 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 sends, by mail or email, 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 begin work.

B. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. 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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County
Name: Mac Rogers
Title: Chaves County Public Services Director
Address: P.O. Box 1817, Roswell, NM 88202-1817
Email: mac.rogers@chavescounty.gov
Telephone: 575-624-6600

Grantee: Chaves County
Name: Georgianna Hunt
Title: Project Specialist
Address: P.O. Box 1597, Roswell, NM 88202-1597
Email: georgianna.hunt@chavescounty.gov
Telephone: 575-624-6689

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 **June 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

UNIVERSITY OF NEW MEXICO
OFFICE OF THE ATTORNEY GENERAL

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, 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).

B. 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 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, 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).

C. 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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 Grantee 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:

request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of 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.

C. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) 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 it 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 Conflict of Interest and 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed 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 six (6) 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.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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.

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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 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 County of Chaves may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Chaves'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 County of Chaves or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Chaves or the Department."

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

Grantee acknowledges 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Chaves may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Chaves'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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.
- B.** Grantee acknowledges and agrees that the 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 this Agreement as of the date of execution by the Department.

GRANTEE


Signature of Official with Authority to Bind Grantee

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

Its: Chairman
(Type or Print Title)

September 20, 2021
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____ Date: _____
ALTSD Cabinet Secretary

By: _____ Date: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: _____ Date: _____
ALTSD Chief Financial Officer



EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT PROJECT TITLE: _____ PAY REQUEST NO. _____
(Due on the last day of the month)

Grantee: _____ Grant Number: _____ Reporting Period: _____ DATE: _____
 Grant Expiration Date: _____

Address: _____ City _____ State _____ Zip _____ Preparer's Name & Phone Number: _____

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process
 Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. *(Attach extra sheet if needed)*

REQUEST FOR PAYMENT

Grant Amount: _____
 AIPP Amount *(if applicable)*: _____
 Funds Requested to Date: _____
 Amount Requested This Payment: _____
 Grant Balance: _____

VENDOR INVOICE DETAIL *(Attach extra sheet if needed)*

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
 Fiscal Year Expenditure Period Ending
 (check one)
 (Jan-Jun) (Jul-Dec)
 Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/ regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts, and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199, 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 Signature & Printed Name _____ Grantee Representative Signature & Printed Name *(Preparer)* _____

STATE AGENCY USE ONLY

I certify that the ALTSD Financial and vendor file information agrees with the above submitted information.

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

**EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Chaves.

The County of Chaves was not required to provide documentation regarding special conditions, as referenced in the County of Chaves current published audit file. Therefore, the criteria to enter into this agreement have been met.

**EXHIBIT 4
ALTSD CAPITAL OUTLAY
PROJECT DESCRIPTION
SCOPE OF WORK (SOW)**

**PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)**

(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Midway Joy Center Renovation Project
3. **Grant Agreement Number:** A20E5210
4. **Background Narrative:** The Midway JOY Center was awarded \$84,716.00 for the purpose of replacing and repairing the parking lot at the Midway JOY Center, these repairs are needed in order to maintain and improve safety and accessibility for Seniors who use this facility.
5. **Work Plan:** Remove the existing pea gravel and trim the edges of vegetation, off haul excess debris, compact the subgrade to 95% density, place a new 4" thick layer of hot mixed asphalt base course, spray prime coat with Emulsion, place new 2" thick layer of hot mixed asphalt paving, stripe 10 new parking stalls 4' wide. One handicap space with no parking hashed area, one HC sign, Van accessible and one concrete parking bumper. Total area to be worked on is 2,200 SY.

6. Budget Detail:

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	0	0
Construction	0	0
Renovation	0	\$84,716.00
Improvements for Code Compliance	0	0
Equipment	0	0
Vehicle Purchase	0	0
Other Costs (specify)	\$1,059.00	0
Totals	\$1,059.00	\$84,716.00

7. **Performance Measures:** Chaves County will act as Fiscal Agent for this project and work in conjunction with the Executive Director of the Chaves County JOY Centers, Monica Duran, to ensure the equipment purchased will meet the budgeted amount of \$84,716.00 allocated for this purpose.
8. **Results Expected:** To have a fully repaired, renovated parking lot complete with new striping and concrete bumper.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Construction	Months 4-16
Renovation	Months 4-8
Code Compliance projects	Months 4-10
Vehicles – Purchase and Equip	Month 6
Project Completion & Review	Month 7
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Mac Rogers
 Title: Chaves County Public Services Director
 Address: P.O. Box 1817, Roswell, NM 88202-1817
 Email: mac.rogers@chavescounty.gov
 Phone: (575) 624-6600

Name: Georgianna Hunt
 Title: Project Specialist
 Address: P.O. Box 1597, Roswell, NM 88202-1597
 Email: georgianna.hunt@chavescounty.gov
 Phone: (575) 624-6689

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

AGENDA ITEM: 5

Requesting Approval of Agreement A-21-012 between Chaves County and NM Aging and Long-Term Services for Appropriation #A20E5213 in the amount of \$107,473.00

MEETING DATE: 10/21/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Agreement A-21-012

Item Summary:

Staff requests ratification of approval for Agreement #A-21-012 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #A20E5213 in the amount of \$107,473.00 for the Roswell JOY Center Renovations.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-012

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 20th day of September, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and 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, Chp. 84, Section 10, Subsection A, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5213 \$107,473

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 14, one hundred seven thousand four hundred seventy-three dollars \$107,473 for renovations to the Roswell Joy center in Chaves County.

The Grantee's total reimbursements shall not exceed the appropriation one hundred seven thousand four hundred seventy-three dollars \$107,473 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, one thousand seventy-five dollars \$1,075, which equals one hundred six thousand three hundred ninety-eight dollars \$106,398, (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.

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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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

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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- 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 expenditures.
- c. The Department may, in its 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 sends, by mail or email, 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 begin work.

B. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. 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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County
Name: Mac Rogers
Title: Chaves County Public Services Director
Address: P.O. Box 1817, Roswell, NM 88202-1817
Email: mac.rogers@chavescounty.gov
Telephone: 575-624-6600

Grantee: Chaves County
Name: Georgianna Hunt
Title: Project Specialist
Address: P.O. Box 1597, Roswell, NM 88202-1597
Email: georgianna.hunt@chavescounty.gov
Telephone: 575-624-6689

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 **June 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, 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).

B. 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 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, 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).

C. 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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 Grantee 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:
request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of 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.

C. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

- D. The Grantee's failure to abide by the requirements set forth in Article II 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. 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:

- UNIVERSITY OF NEW MEXICO
OFFICE OF THE ATTORNEY GENERAL
- (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 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, if 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, the so-called "Anti-Donation Clause."
 - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) 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 it 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 Conflict of Interest and 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed 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 six (6) 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.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 County of Chaves may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Chaves'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 County of Chaves or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Chaves or the Department."

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

Grantee acknowledges 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Chaves may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Chaves'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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.
- B. Grantee acknowledges and agrees that the 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 this Agreement as of the date of execution by the Department.

GRANTEE


Signature of Official with Authority to Bind Grantee

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

Its: Chairman
(Type or Print Title)

September 20, 2021
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____ Date: _____
ALTSD Cabinet Secretary

By: _____ Date: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: _____ Date: _____
ALTSD Chief Financial Officer



EXHIBIT 1
ALTSD CAPITAL OUTLAY GRANT
MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

MONTHLY REPORT (Due on the last day of the month) **PROJECT TITLE:** _____ **PAY REQUEST NO.:** _____

Grantee: _____ **Grant Number:** _____ **Reporting Period:** _____ **DATE:** _____
Address: _____ **Preparer's Name & Phone Number:** _____
City State Zip

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process
Purchase in Process Substantial Completion Project Complete Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

REQUEST FOR PAYMENT

Grant Amount: _____
AIPP Amount (if applicable): _____
Funds Requested to Date: _____
Amount Requested This Payment: _____
Grant Balance: _____

VENDOR INVOICE DETAIL (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

FINAL REPORT
Fiscal Year Expenditure Period Ending
(check one)
(Jan-Jun) (Jul-Dec)
Fiscal Year _____

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

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, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199; 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 Signature & Printed Name

Grantee Representative Signature & Printed Name (Preparer)

STATE AGENCY USE ONLY

I certify that the ALTSD financial and vendor file information agrees with the above submitted information.

ALTSD Fiscal _____ Date _____ ALTSD Capital Projects Bureau _____ Date _____

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

**EXHIBIT 3
ALTSO CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Chaves.

The County of Chaves was not required to provide documentation regarding special conditions, as referenced in the County of Chaves current published audit file. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
 ALTSD CAPITAL OUTLAY
 PROJECT DESCRIPTION
 SCOPE OF WORK (SOW)

PROJECT DESCRIPTION FORM
SCOPE OF WORK (SOW)

(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Roswell Joy Center Renovation Project
3. **Grant Agreement Number:** A20E5213
4. **Background Narrative:** The Roswell JOY Center was awarded \$107,473.00 for the purpose of replacing and repairing the parking lot at the Roswell JOY Center, these repairs are needed in order to maintain and improve safety and accessibility for Seniors who use this facility.
5. **Work Plan:** Process place and compact drive lanes by Bomag Method. Clean and sweep remaining paves areas, apply tack coat and then place Mot Mixed Asphaltic Pavement (HMA). HMA will be 2" thick on the Bomag Areas and 1" thick on the remaining areas. Once paving is cured parking lot will be re-striped to current configuration. All concrete bumpers will be removed and reset.

6. **Budget Detail:**

Project Cost Activities <i>(These are only examples .Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	0	0
Construction	0	0
Renovation	0	\$107,473.00
Improvements for Code Compliance	0	0
Equipment	0	0
Vehicle Purchase	0	0
Other Costs (specify)	\$1,344.00	0
Totals	\$1,344.00	\$107,473.00

7. **Performance Measures:** Chaves County Facility Maintenance Director and Public Services Director will work with Chaves Co. JOY Center Executive Director to insure completion of Project.
8. **Results Expected:** Fully repaired, renovated parking lots complete with new striping and parking bumpers repaired and reset.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Construction	Months 4-16
Renovation	Months 4-8
Code Compliance projects	Months 4-10
Vehicles – Purchase and Equip	Month 6
Project Completion & Review	Month 7
Submit <u>Exhibit 1 – Monthly / Final Report Form & Request for Payment</u> according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Mac Rogers
 Title: Chaves County Public Services Director
 Address: P.O. Box 1817, Roswell, NM 88202-1817
 Email: mac.rogers@chavescounty.gov
 Phone: (575) 624-6600

Name: Georgianna Hunt
 Title: Project Specialist
 Address: P.O. Box 1597, Roswell, NM 88202-1597
 Email: georgianna.hunt@chavescounty.gov
 Phone: (575) 624-6689

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

AGENDA ITEM: 8

Requesting Ratification of Approval for Agreement A-21-013 between Chaves County and the NM Aging and Long Term Services for Appropriation #A20E5209 in the amount of \$93,833.00

MEETING DATE: October 21, 2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Agreement A-21-013

Item Summary:

Staff requests Ratification of approval for Agreement #A-21-013 between Chaves County and New Mexico Aging and Long Term Services for Appropriation #A20E5209 in the amount of \$93,833 for renovations to the Lake Arthur JOY Center in Chaves County.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-013

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO
AGING AND LONG-TERM SERVICES DEPARTMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this 20th day of September, 2021, by and between the Aging and Long-Term Services Department, 2550 Cerrillos Road, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "ALTSD", and 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, Chp. 84, Section 10, Subsection A, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A20E5209 \$93,833

APPROPRIATION REVERSION DATE: 30-June-2024

Laws of 2020, Chapter 84, Section 10, Subsection A, Paragraph 10, ninety-three thousand eight hundred thirty-three dollars \$93,833 for renovations to the Lake Arthur Joy center in Chaves County.

The Grantee's total reimbursements shall not exceed the appropriation ninety-three thousand eight hundred thirty-three dollars \$93,833 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, zero dollars \$0.00, which equals ninety-three thousand eight hundred thirty-three dollars \$93,833, (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.

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.

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." Exhibit 4 sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if, set forth fully herein. If Exhibit 4 imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Exhibit 4 shall prevail, in the event of irreconcilable conflict. 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 Reimburse² 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 Grantee's legal procurement 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;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private Grantee or Fiscal Agent for Grantee, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity or Fiscal Agent for Grantee (if any) in accordance with law; or
 - b. if no oversight entity or Fiscal Agent for Grantee is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its 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

- (vi) The Grantee's submittal 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

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.

of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- 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 expenditures.
- c. The Department may, in its 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 sends, by mail or email, 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 begin work.

B. 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.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. 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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Chaves County
Name: Mac Rogers
Title: Chaves County Public Services Director
Address: P.O. Box 1817, Roswell, NM 88202-1817
Email: mac.rogers@chavescounty.gov
Telephone: 575-624-6600

Grantee: Chaves County
Name: Georgianna Hunt
Title: Project Specialist
Address: P.O. Box 1597, Roswell, NM 88202-1597
Email: georgianna.hunt@chavescounty.gov
Telephone: 575-624-6689

Department: Aging and Long-Term Services Department
Name: Barbara J. Romero
Title: Capital Projects Bureau Chief
Address: 2550 Cerrillos Rd., Santa Fe, NM 87505
Email: barbara.romero@state.nm.us
Telephone: 505-365-3660

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION

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 **June 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, 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).

B. 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 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, 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).

C. 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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 Grantee 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:
request such additional information regarding the Project as it deems necessary; and
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 one original and one copy of each Request for Payment; and

- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 discretion, agrees to do so and in accordance with any special conditions, see Exhibit 3, 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.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of 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.

C. 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 twenty (20) from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
 - (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
 - (iii) Twenty (20) days from date of Early Termination; or
 - (iv) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II 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. 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 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, if 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, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) 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 it 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 Conflict of Interest and 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed 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 six (6) 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.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor 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 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 County of Chaves may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Chaves'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 County of Chaves or the Aging and Long-Term Service Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Chaves or the Department."

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

Grantee acknowledges 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 the Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the County of Chaves may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Chaves'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.

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 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.
- B.** Grantee acknowledges and agrees that the 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 this Agreement as of the date of execution by the Department.

GRANTEE



Signature of Official with Authority to Bind Grantee

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

Its: Chairman
(Type or Print Title)

September 20, 2021
Date

AGING AND LONG-TERM SERVICES DEPARTMENT

By: _____ Date: _____
ALTSD Cabinet Secretary

By: _____ Date: _____
ALTSD Legal Counsel—Certifying Legal Sufficiency

By: _____ Date: _____
ALTSD Chief Financial Officer

EXHIBIT 2
STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

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: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse¹ Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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.

**EXHIBIT 3
ALTSD CAPITAL OUTLAY
SPECIAL GRANT CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit 3** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's current published audit. The Special Conditions identified below apply to the authorized agent, County of Chaves.

The County of Chaves was not required to provide documentation regarding special conditions, as referenced in the County of Chaves current published audit file. Therefore, the criteria to enter into this agreement have been met.

EXHIBIT 4
**ALTSD CAPITAL OUTLAY
 PROJECT DESCRIPTION
 SCOPE OF WORK (SOW)**

**PROJECT DESCRIPTION FORM
 SCOPE OF WORK (SOW)**

(Please email per instructions to ALTSD in WORD format)

1. **Name of Grantee/ Fiscal Agent:** Chaves County
2. **Project Title:** Lake Arthur Joy Center Renovation Project
3. **Grant Agreement Number:** A20E5209
4. **Background Narrative:** The Lake Arthur JOY Center was awarded \$93,833.00 for the purpose of replacing and repairing the parking lot at the Roswell JOY Center, these repairs are needed in order to maintain and improve safety and accessibility for Seniors who use this facility.
5. **Work Plan:** Remove the existing pea gravel and trim the edges of vegetation, off haul excess debris. compact the subgrade to 95% density, place a new 4" thick layer of aggregate basecourse, spray prime coat with Emulsion. place new 2" thick layer of hot mixed asphalt paving, stripe 10 new parking stalls.4'wide, One handicap space with no marking hashed area. one HC sign., Van accessible and one concrete parking bumper. Total area to renovated is 2,200 SY.

6. **Budget Detail:**

Project Cost Activities <i>(These are only examples Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer	0	0
Construction	0	0
Renovation	0	\$93,833.00
Improvements for Code Compliance	0	0
Equipment	0	0
Vehicle Purchase	0	0
Other Costs (specify)	\$1,173.00	0
Totals	\$1,173.00	\$93,833.00

7. **Performance Measures:** The Chaves County Facility Maintenance Director and Public Services Director will work with the JOY Center Executive Director to ensure this project is completed in a timely fashion.
8. **Results Expected:** To have a fully repaired, and renovated parking lot with new striping and parking bumper as specified.

9.

Time Frame/ Milestones: <i>(These are only examples. Insert milestones specific to the proposed project.)</i>	<i>(Project the month & year for each milestone)</i>
RFP/Quotes Secured	Month 1
Bid Closing	Month 2
Bid Award to Contractor/Vendor	Month 3
<u>Choose the appropriate project-type from below:</u>	<u>Type the number of months appropriate to the project-type:</u>
Meals Equipment – Purchase and Install	Months 4-5
Equipment - Purchase and Install	Months 4-5
Construction	Months 4-16
Renovation	Months 4-8
Code Compliance projects	Months 4-10
Vehicles – Purchase and Equip	Month 6
Project Completion & Review	Month 7
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	Months 1-16

10. Responsible Staff *(include Project Manager and Fiscal Contact):*

Name: Mac Rogers
 Title: Chaves County Public Services Director
 Address: P.O. Box 1817, Roswell, NM 88202-1817
 Email: mac.rogers@chavescounty.gov
 Phone: (575) 624-6600

Name: Georgianna Hunt
 Title: Project Specialist
 Address: P.O. Box 1597, Roswell, NM 88202-1597
 Email: georgianna.hunt@chavescounty.gov
 Phone: (575) 624-6689

NOTICE: The Grant Application, if approved for funding by ALTSD and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

AGENDA ITEM: 9

Requesting Ratification of Approval for Agreement A-21-023 between Chaves County and the NM Department of Finance and Administration for Appropriation #21-F2689 in the amount of \$200,000.00.

MEETING DATE: 10/21/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Approval of Agreement A-21-023

Item Summary:

Staff requests ratification of approval of Agreement #A-21-023 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #21-F2689 in the amount of \$200,000.00 for the purpose of planning, designing, constructing, purchasing and installing a walking and exercise trail, including exercise stations, benches, landscaping and signage around the Chaves County Complex in Chaves County.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-023

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

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

THIS AGREEMENT is made and entered into as of this 20th day of September, 2021, 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 2021, Chapter 138, Section 29, Para. 130, 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:

21-F2689 \$200,000.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 130, Two Hundred Thousand Dollars
(\$200,000.00) to plan, design, construct, purchase, equip and install a walking and exercise trail,
including exercise stations, benches, landscaping and signage, around the county complex in
Roswell 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")^[1], 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^[2] 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.

- (vi) 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.
- B. 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.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. 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: Comm. Dev. Project Specialist
 Address: #1 St. Mary's Place, Roswell, NM 88203
 Email: Georgianna.hunt@chavescounty.gov
 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: Anabel Barraza
 Title: Chief Financial Officer
 Address: #1 St. Mary's Place, Roswell, NM 88203
 Email: anabel.barraza@chavescounty.gov
 Telephone: 575-624-6658

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. Dawn Webster
Title: Project Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501
Email: Dawn.Webster3@state.nm.us
Telephone: 505-490-1528

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 **June 30, 2025**, 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).

B. 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).

C. 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.

C. 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.

D. 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.

- (v) 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.

C. 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
Entity Name

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

Its: Chairman
(Type or Print Title)


Signature of Official with Authority to Bind Grantee

September 20, 2021
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.

AGENDA ITEM: 8

Requesting Ratification of Approval for Agreement A-21-024 between Chaves County and the NM Department of Finance and Administration for Appropriation #21-F2683 in the amount of \$350,000.00

MEETING DATE: 10/21/2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Approval of Agreement A-21-024

Item Summary:

Staff requests approval of Agreement #A-21-024 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #21-F2683 in the amount of \$350,000.00 for the purpose of planning, designing, constructing, purchasing, equipping and installing improvements, including restrooms, entrances and staff areas for the Pecos Valley Regional Dispatch Center.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-024

Summary by Georgianna Hunt

Title: Community Development Project Specialist

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

THIS AGREEMENT is made and entered into as of this 20th day of September, 2021, 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 2021, Chapter 138, Section 29, Para. 124, 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:

21-F2683 \$350,000.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 124, Three Hundred Fifty Thousand Dollars (\$350,000.00) to plan, design, construct, purchase, equip and install improvements, including new restrooms, entrances and staff areas, for the Pecos Valley regional dispatch center in the Chaves county administrative center in Chaves county.

The Grantee's total reimbursements shall not exceed Three Hundred Fifty Thousand Dollars (**\$350,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Three Thousand Five Hundred Dollars (**\$3,500.00**), which equals Three Hundred Forty Six Thousand Five Hundred Dollars (**\$346,500.00**) (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^[2] 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.

- (vi) 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.
- B. 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.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. 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: Comm. Dev. Project Specialist
 Address: #1 St. Mary's Place, Roswell, NM 88203
 Email: Georgianna.hunt@chavescounty.gov
 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: Anabel Barraza
 Title: Chief Financial Officer
 Address: #1 St. Mary's Place, Roswell, NM 88203
 Email: anabel.barraza@chavescounty.gov
 Telephone: 575-624-6658

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. Dawn Webster
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico 87501
Email: Dawn.Webster3@state.nm.us
Telephone: 505-490-1528

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 **June 30, 2025**, 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).

B. 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).

C. 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.

C. 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.

D. 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.

- (v) 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.

C. 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

Entity Name

By: William E. Cavin

(Type or Print Name)

Its: Chairman

(Type or Print Title)



Signature of Official with Authority to Bind Grantee

September 20, 2021

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.

AGENDA ITEM: 9

**Requesting Ratification of Approval
for: Agreement A-21-025 between
Chaves County and New Mexico
Department of Finance and
Administration for Appropriation 21-
F2690 in the amount of \$600,000.00.**

MEETING DATE: October 21, 2021

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: **Ratification of Approval of Agreement A-21-025.**

Item Summary:

Staff requests Ratification of approval of Agreement A-21-025 for Appropriation A21-F2690 in the amount of \$600,000.00 for the purpose of planning, designing, constructing, purchasing and installation of replacement windows for the Historic Chaves County Courthouse.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-025

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

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

THIS AGREEMENT is made and entered into as of this 20th day of September 20 21, 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 2021, Chapter 138, Section 29, Para. 131, 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:

21-F2690 \$600,000.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 131, Six Hundred Thousand Dollars
(\$600,000.00) to plan, design, construct, purchase and install replacements for historic windows in
the county courthouse in Roswell in Chaves county.

The Grantee's total reimbursements shall not exceed Six Hundred Thousand Dollars (**\$600,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (**\$0.00**), which equals Six Hundred Thousand Dollars (**\$600,000.00**) (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^[2] 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.

- (vi) 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.
- B. 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.
 - C. Project funds shall not be used for purposes other than those specified in the Project Description.
 - D. 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: Comm. Dev. Project Specialist
 Address: #1 St. Mary's Place, Roswell, NM 88203
 Email: Georgianna.hunt@chavescounty.gov
 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: Anabel Barraza
 Title: Chief Financial Officer
 Address: #1 St. Mary's Place, Roswell, NM 88203
 Email: anabel.barraza@chavescounty.gov
 Telephone: 575-624-6658

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. Dawn Webster
Title: Project Manager
Address: Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico 87501
Email: Dawn.Webster3@state.nm.us
Telephone: 505-490-1529

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 **June 30, 2025**, 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).

B. 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).

C. 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.

C. 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.

D. 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.

- (v) 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.

C. 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

Entity Name

By: William E. Cavin

(Type or Print Name)

Its: Chairman

(Type or Print Title)



Signature of Official with Authority to Bind Grantee

September 20, 2021

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.

Item # 10

A. Approval to Lease (with option to buy)
for (1) 2021 770 Motor Grander
B. Approval of Agreement A-21-036 to
lease the equipment.

Meeting Date: 10/21/2021

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: A. Approval to Lease B. Approval of Agreement A-21-036

SUMMARY:

Chaves County Road Department is requesting to lease a new 770G Motor Grader. Money has been approved in the 21-22 Fiscal Budget.

Contract is with 4 Rivers Equipment
Monthly lease payment of \$3,508.35

Staff recommends approval to lease the equipment and approval of Agreement A-21-036

SUPPORT DOCUMENTS: None

Submitted by: Sandra Rodriguez
Title: Purchasing Director

AGENDA ITEM: 11

Agreement A-21-045 AMR
Ambulance IHC Provider

MEETING DATE: October 21, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

American Medical Response Ambulance, Inc. is the new ambulance provider for Roswell and Chaves County. Chaves County has prepared this agreement to accept AMR as a provider for Indigent Health Care so that they can be reimbursed at the IHC rate.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-046

SUMMARY BY: William B. Williams

TITLE: County Manager

**AGREEMENT A-21-045
BETWEEN CHAVES COUNTY AND
AMERICAN MEDICAL RESPONSE AMBULANCE, INC.
FOR IHC PROVIDER**

THIS AGREEMENT is made and entered into this 21st day of October, 2021 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County", and American Medical Response Ambulance, Inc., a for-profit corporation, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Contractor will be reimbursed for providing services to eligible indigent residents of Chaves County, and

WHEREAS, Contractor provides emergency ground transportation to County indigent patients, and

WHEREAS, Contractor is a proper medical provider for these services.

NOW THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, the parties agree as follows:

TERMS AND OBLIGATIONS

1. Scope of Work. Contractor agrees to provide emergency ground transportation services to indigent residents of Chaves County who suffer life-threatening illnesses or disabilities and need to be transported to the hospital. Contractor agrees to adhere to the requirements set forth in Ordinance #58, Chaves County Indigent/Health Care Ordinance, attached hereto as Exhibit A, and made a part of this Agreement.
2. Compensation. Contractor will bill the County for services rendered to an indigent patient. The County will adjudicate the claims. The County agrees to reimburse Contractor at one-hundred percent (100%) Medicaid rate or fifty percent (50%) of billed charges, whichever is the lesser amount. The County will reimburse within thirty (30) days of adjudication. Contractor agrees that it will waive the remainder of any charges. Further, Contractor agrees and understands that all reimbursements shall come only from the Chaves County Indigent Hospital/Health Care Fund. The Contractor acknowledges that it understands that the Chaves County Indigent Hospital/Health Care Fund is a fund of limited means and no additional funds will be available.
3. Term of the Agreement. This Agreement shall commence October 1, 2021 and shall remain in full force and effect until terminated by either party. This Agreement may be terminated with

or without cause by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. If terminated by the County, Contractor shall be entitled to be compensated for work performed prior to the termination.

4. Eligibility for Service. Contractor will forward to the County the verified HCFA 1500 forms along with all run notes. In addition, Contractor will make a reasonable effort to assist the County in verifying claimant's eligibility.
5. Medical Records. Contractor shall maintain a standard medical for each claimant receiving services pursuant to this Agreement. Said medical records shall contain such information as is required by state and federal laws, Medicare/Medicaid rules and regulations, and shall be maintained for such a time period as required by state and federal laws.
6. Access to Records. Contractor's medical records and financial records shall be, and remain the property of the Contractor and shall not be accessed, removed or transferred from the Contractor except in accordance with applicable state and federal laws. To the extent permitted by law, Contractor shall permit the County to inspect said medical records pertaining to the claimant. The County must obtain prior written consent from the claimant authorizing Contractor to release such information to the County. At all time, the parties hereto agree to abide by HIPAA regulations. The County must provide at least fourteen (14) business days' notice to Contractor to audit date. For purposes of this Section, medical records shall include those documents that are, or will become part of the medical records of the claimant.
7. Independent Contractors and Rights of Claimants. Contractor is an independent contractor and this Agreement shall not constitute a formation of a partnership, joint venture, or employment relationship. The parties shall not exercise control over the performance of the other hereunder. This Agreement is not a third-party beneficiary contract and shall not in any respect whatsoever increase the right of any such claimant or third-party, or create any rights on behalf of the Claimant or other third-party.
8. Amendment. This Agreement shall not be altered, changed or amended except by prior written agreement of the parties hereto.
9. Assignment. This Agreement or any of its provisions shall not be assigned, delegated or transferred by either party without prior written consent of the other.
10. Indemnification and Hold Harmless. Contractor agrees to accept responsibility for loss or damage to any person or property, to defend, indemnify, hold harmless and release the County, its Commissioners, officials and employees from accidents, malpractice claims, and any other claims, damages, disabilities, and/or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of its employees or agents in the performance of this Agreement. The County agrees to release and hold harmless Contractor for the negligent acts or willful misconduct of the County, its employees or officials.

11. Notice. Any notices or other communications required or contemplated under the provisions of the Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below or to such other persons or addresses as County or Contractor may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered or the second day following the date of mailing, if the notice is mailed by certified mail.

Chaves County Manager
PO Box 1817
Roswell, NM 88202-1817

American Medical Response Ambulance
Attn: Operations Manager
115 E County Club Rd
Roswell, NM 88201

12. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors and permitted assignees.

IN WITNESS WHEREOF, the County and the Contractor have each caused this Agreement to be executed by their duly authorized officers as of the date first written above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____

William E. Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

AMERICAN MEDICAL RESPONSE AMBULANCE, INC.

By: _____

Kevin Prescott, Operations Manager

AGENDA ITEM: 12

Agreement A-21-046 Lease of 1600
SE Main Suite E to AMR
Ambulance

MEETING DATE: October 21, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

American Medical Response Ambulance, Inc. is the new ambulance provider for Roswell and Chaves County. AMR currently has the ability to quickly dispatch and cover the northern part of Roswell. They are requesting this lease so that they will be able to respond to Southern Roswell and into the Valley more efficiently. We agree, that having an ambulance substation/office on the south side of McGaffey will greatly improve their ability to respond.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-046

SUMMARY BY: William B. Williams

TITLE: County Manager

**LEASE AGREEMENT A-21-046
BETWEEN CHAVES COUNTY AND AMERICAN
MEDICAL RESPONSE AMBULANCE, INC.
FOR LEASE OF MEDICAL OFFICE BUILDING**

THIS AGREEMENT is made this 21st day of October 2021, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as "Lessor" and American Medical Response Ambulance, Inc., hereinafter referred to as "Lessee."

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Pecos Valley Medical Complex, which is located at 1600 SE Main, Roswell, New Mexico, in which are located certain office suites and spaces; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space constituting approximately 1,436 square feet of the building, identified as Suite E, (the "Premises"), upon the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.

2. TERM. The primary term of this Lease begins on November 1, 2021 and ends June 30, 2022, with parties having the option to renew as provided herein. Either party may terminate this Lease, upon thirty (30) days written notice to the other party.

3. OPTION TO RENEW. The parties may renew this Lease Agreement for four (4) additional one (1) year periods, upon the same terms as provided herein.

4. RENT. The lease amount shall be paid in monthly installments of One Thousand, Three Hundred, Twenty-Five Dollars (\$1,325.00) each, which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of nine (9) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, or someone acting for the Lessee, redeemable in lawful money of the United States, and shall be paid to Chaves County Treasurer, PO Box 1772, Roswell, NM 88202-1772 (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.

5. USE OF PREMISES. Lessee covenants and agrees that it will use and occupy the Premises only as an ambulance substation/office and for no other purpose

without having first obtained the written consent of the Lessor. In the event Lessee fails to utilize and occupy the Premises as an ambulance substation/office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes.

Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

7. UTILITIES. Lessee shall pay for the following utilities serving the Premises during the term of this Lease: electricity, water, gas, Internet and telephone service. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals or charges.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessor will be responsible for outside of the building, roof, glass, lawn, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, sprinkler system, and any damages which are caused by Lessor's failure to maintain the items for which it is responsible.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the

use of the Premises by Lessee, its agents, employee, invitee or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. In addition, Lessor shall have the right to enter the Premises during normal business hours during the last ninety (90) days of the term of this Lease or any renewal or extension thereof, for the purpose of exhibiting the Premises to prospective Lessees. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, and any renewal or extension thereof, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of

New Mexico and which are of generally recognized responsibility and acceptable to lessor the following insurance coverages:

A. A policy of public liability insurance covering bodily injury and property damage liability. Said public liability insurance shall be provided by one of the following methods:

(1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as such policy covers the Premises, which policy shall provide not less than \$1,000,000 combined single limit bodily injury/property damage coverage.

(2) Lessee shall secure an owner's, landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 13A above.

B. All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

C. All of such policies shall provide that Lessor shall receive not less than ten (10) days' notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

A. Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or

B. Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after

Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The

acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest under the terms of this Lease without the prior written consent of Lessor first being obtained. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease.

No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sublessee or transferee.

A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this lease, and in as good condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS. All buildings, structures, installations and other permanent structural improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor by law from depreciation thereof.

19. SUMS DUE LESSOR A LIEN. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon the Premises.

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, of if either party changes

the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to American Medical Response Ambulance, Inc, 6363 S. Fiddlers Green Circle, 14th Floor, Greenwood Village, CO 80111. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

23. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

26. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date first written above.

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E. Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

LESSEE:

AMERICAN MEDICAL RESPONSE AMBULANCE, INC.

By: _____
Kevin Prescott, Operations Manager

AGENDA ITEM: 13

Agreement A-21-047 Trans Aero
MedEvac IHC Provider

MEETING DATE: October 21, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

Trans Aero MedEvac is the new air ambulance provider for Roswell and Chaves County. Chaves County has prepared this agreement to accept Trans Aero MedEvac as a provider for Indigent Health Care so that they can be reimbursed at the IHC rate.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-21-047

SUMMARY BY: William B. Williams

TITLE: County Manager

AGREEMENT A-21-047
BETWEEN CHAVES COUNTY AND
TRANS AERO MEDEVAC FOR IHC PROVIDER

THIS AGREEMENT is made and entered into this 21st day of October, 2021 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and Trans Aero MedEvac, a for-profit corporation, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which Contractor will be reimbursed for providing services to eligible indigent residents of Chaves County, and

WHEREAS, Contractor provides emergency air transportation to County indigent patients, and

WHEREAS, Contractor is a proper medical provider to contract for these services.

NOW THEREFORE, in consideration of mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

TERMS AND OBLIGATIONS

1. Scope of Work. Contractor agrees to provide emergency air transportation services to indigent residents of Chaves County who suffer life-threatening illnesses or disabilities and need to be transported to a hospital. Contractor agrees to adhere to the requirements set forth in Ordinance #58, Chaves County Indigent Hospital/Health Care Ordinance, attached hereto as Exhibit A, and made a part of this Agreement.

2. Compensation. Contractor will bill the County for services rendered to an indigent patient. The County will adjudicate the claims. The County agrees to reimburse Contractor up to the ordinance limit of Five Thousand Dollars. The County will reimburse within thirty (30) days of adjudication. Contractor agrees that it will waive the remainder of any charges. Further, Contractor agrees and understands that all reimbursements shall only come from the Chaves County Indigent Hospital/Health Care Fund. The Contractor acknowledges that it understands that the Chaves County Indigent Hospital/Health Care Fund is a fund of limited means and no additional funds will be available.

3. Term of the Agreement. This Agreement shall commence October 1, 2021 and shall remain in full force and effect until terminated by either party. This Agreement may be terminated with or without cause by either of the parties hereto upon written notice

delivered to the other party at least thirty (30) days prior to the intended date of termination. If terminated by the County, Contractor shall be entitled to be compensated for work performed prior to the termination.

4. Eligibility for Service. Contractor will forward to the County the verified HCFA 1500 forms along with all run notes. In addition, Contractor will make a reasonable effort to assist the County in verifying claimant's eligibility.

5. Medical Records. Contractor shall maintain a standard medical record for each claimant receiving services pursuant to this Agreement. Said medical records shall contain such information as is required by state and federal laws, Medicare/Medicaid rules and regulations, and shall be retained for such time period as required by state and federal laws.

6. Access to Records. Contractor's medical records and financial records shall be, and remain the property of Contractor and shall not be accessed, removed or transferred from Contractor except in accordance with applicable state and federal laws. To the extent permitted by law, Contractor shall permit the County to inspect said medical records pertaining to the claimant. The County must obtain prior written consent from claimant authorizing Contractor to release such information to the County. At all times, the parties hereto agree to abide by all HIPAA regulations. The County must provide at least fourteen (14) business days' written notice to Contractor prior to audit date. For purposes of this Section, medical records shall include those documents that are, or will become part of the medical records of the claimant.

7. Independent Contractors and Rights of Claimants. Contractor is an independent contractor and this Agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. The parties shall not exercise control over the performance of the other hereunder. This Agreement is not a third party beneficiary contract and shall not in any respect whatsoever increase the right of any such claimant or third-party, or create any rights on behalf of the Claimant or other third-party.

8. Amendment. This Agreement shall not be altered, changed or amended except by prior written agreement of the parties hereto.

9. Assignment. This Agreement or any of its provisions shall not be assigned, delegated or transferred by either party without the prior written consent of the other.

10. Indemnification and Hold Harmless. Contractor agrees to accept responsibility for loss or damage to any person or property, to defend, indemnify, hold harmless and release the County, its Commissioners, officials and employees from accidents, malpractice claims, and any other claims, damages, disabilities, and/or the cost of litigation that are asserted by any person or entity to the extent arising out of the

negligent acts, omissions or willful misconduct of its employees or agents in the performance of this Agreement. The County agrees to release and hold harmless Contractor for the negligent acts or willful misconduct of the County, its employees or officials.

11. Notice. Any notices or other communications required or contemplated under the provisions of the Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below or to such other persons or addresses as County or Contractor may provide by notice to the other. The date of the notice shall be the date of delivery if the notice is personally delivered or the second day following the date of mailing, if the notice is mailed by certified mail.

Chaves County Manager
PO Box 1817
Roswell, NM 88202-1817

Trans Aero MedEvac
Attn: President
5235 Gulfstream Ct.
Loveland, CO 80538

12. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.

13. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their successors and permitted assignees.

IN WITNESS WHEREOF, the County and the Contractor have each caused this Agreement to be executed by their duly authorized officers as of the date first written above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E. Cavin, Chairman

ATTEST:

Cindy Fuller, County Clerk

TRANS AERO MEDEVAC

By: _____
Kevin Shields, President

MEETING DATE: October 21, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution incorporates the change to Chart H downgrading the Safety and Compliance Officer Position. Chart H has been changed to reflect the reclassification.

Staff is also requesting approval of the Human Resources position specifications.

Staff recommends approval of Resolution R-21-049

SUPPORT DOCUMENTS: Resolution R-21-049
Manpower Allocation Chart H
HR position specifications

SUMMARY BY: Bill Williams

TITLE: County Manager

**RESOLUTION R-21-049
APPROVING CHANGES TO PERSONNEL CHART**

WHEREAS, Chaves County Ordinance #8, the Chaves County Personnel Policy requires approval by resolution of the Chaves County Commission for certain personnel changes, and

WHEREAS, the final budget for fiscal year 2021-2022 was approved at the July 15, 2021 Commission meeting which included various upgrades to positions and modifications to existing charts; and

WHEREAS, the following position has been downgraded: Safety and Compliance Officer, from Chart H, Level EXC to Chart H, Level EXA ; and

WHEREAS, Personnel Charts have been modified accordingly.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that the Personnel Charts and job specifications reflect the upgrades and creations listed above effective October 21, 2021.

DONE this 21st day of October 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

Dara Dana, Member

T. Calder Ezzell Jr, Member

Cindy Fuller
County Clerk

Richard C. Taylor, Member

**CHAVES COUNTY
EXECUTIVE CHART
CHART H**

EFFECTIVE DATE: October 21, 2021

Level	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5
EX C	ANNUAL	61,208	63,033	64,921	66,873	68,888
	BI-WEEKLY	2,354.16	2,424.34	2,496.96	2,572.03	2,649.55
	HOURLY	29.43	30.30	31.21	32.15	33.12
EX B	ANNUAL	56,095	57,792	59,511	61,293	63,139
	BI-WEEKLY	2,157.50	2,222.78	2,288.88	2,357.42	2,428.42
	HOURLY	26.97	27.78	28.61	29.47	30.36
EX A	ANNUAL	51,003	52,531	54,101	55,734	57,410
	BI-WEEKLY	1,961.66	2,020.42	2,080.80	2,143.63	2,208.10
	HOURLY	24.52	25.26	26.01	26.80	27.60

***NOTE: Pay increases every two years, moving forward a step. All positions are Exempt
These figures are rounded***

Step C Assistant Finance Director
 Chief Appraiser
 Health Care Director/Financial Internal Auditor
 Road Operations Director

Step B Facility Maintenance Director
 Purchasing Director

Step A Bureau of Elections Chief
 Building Inspector/Code Enforcement Officer
 Court Compliance Supervisor
 Flood Commission Manager
 GIS Parcel Mapper
 Safety & Compliance Manager

POSITION SPECIFICATION SUMMARY

POSITION TITLE: Human Resources Director
DIVISION: General Government
DEPARTMENT: Human Resources
REPORTS TO: County Manager
FLSA STATUS: Exempt

POSITION SUMMARY:

At will, appointed position responsible for the overall knowledge, operations and management of the County's human resource functions. Work is reviewed directly by the County Manager in terms of efficiency of operations and overall performance. Responsible for guiding management and employee actions by planning organizing, developing, and implementing policy and procedures that communicate and enforce organization values and are in accordance with best practices and applicable federal, state, and local employment laws. Work requires extensive contact with County Officials, employees, other governmental representatives, and the general public.

MINIMUM QUALIFICATIONS REQUIRED:

EXPERIENCE AND/OR EDUCATION:

High school diploma or GED plus five (5) years experience in the human resources field or a Bachelor's Degree and three (3) years experience in the human resources field, labor relations, classification, pay administration, or union pay.

ABILITIES/SKILLS:

General knowledge of the principles and practices of human resource administration; ability to establish and maintain effective working relationships with other management staff, employees and the general public; ability to handle difficult situations involving customers, staff, or others in a professional manner; ability to present facts and recommendations effectively in oral and written form. Able to write intelligible, proficient reports, applications, resumes, minutes, contracts, resolutions, ordinances, leases and similar documents. Knowledge of state and federal employment laws, County's personnel policy and any supplemental rules or regulations pertinent to the position. Must effectively safeguard personnel and confidential information. Must be proficient with computer programs, specifically Tyler Incode 10, Windows, Microsoft Word, PowerPoint and Excel. Must administer independent projects in an efficient and accurate manner. Must be able to meet established deadlines, maintain an acceptable attendance record and be punctual.

DESIRABLE QUALIFICATIONS:

Bachelor's degree in Human Resource Management, Business Administration, Public Administration. Local government experience in the human resources field. PHR or SPHR certification preferred.

DESCRIPTION OF DUTIES AND RESPONSIBILITIES:

Responsible for assisting all departments with human resource-related matters. Annually reviews and makes recommendations to the Manager and the Commission for improvement of County's policies, procedures and practices on human resource matters. Responsible for posting all open positions when notified of vacancy and will review applications for qualifications, verify references, maintain records, and conduct or coordinate background checks. Monitors County's hiring procedures, disciplinary actions, and other personnel actions with regard to compliance with Americans with Disabilities Act, Equal Employment Opportunity laws, Affirmative Action status, and all other relevant Federal, State and County directives. Under the direction of the County Manager, advises Elected Officials and department

heads on compliance issues. Assist in handling of County litigations: torts, lawsuits, IPRA requests, liability issues, etc. as requested by County Manager. Responsible for gathering information and working with Attorneys and Department Heads and maintaining information. Prepares HR budget, goals and objectives. Responsible for County's compliance with Federal and State laws pertaining to all human resource matters. Administers wage and classification plans and prepares positions specifications. Administers all new-hire and terminated employee's processes. Maintains personnel records, active and inactive, in accordance with document-retention guidelines as outlined in state statutes or relevant case law. Maintains personnel-related documentation, including medical and investigative files, on employees and applicants. Ensures confidentiality of such records in accordance with applicable Federal, State and Local laws and County policies. Provides public information such as verifying employment. Conducts new employee orientations. Administers retirement documents. Administers Drug/Alcohol Policy. Coordinates grievance processes in an unbiased manner; consulting with County Manager and/or legal counsel as needed. Oversees benefit programs. Monitors unemployment claims, and assists departments with appeals. May be required to testify in employment hearings. Provides training to all departments on human resource-related issues and assist other departments with preparation and review of budgets regarding personnel related expenses. Prepares all State and Federal required documentation. Manages FMLA and ADA requests. Oversees COBRA continuation premiums and coverage's for terminated employees. Prepares criteria for RFP's for dental insurance, employee assistance program, drug/alcohol testing, etc. Serves as HIPAA Compliance Officer. This is an exempt position and employee must work the required number of hours to perform duties without overtime compensation as a condition of employment.

APPROVED: _____

DATE: _____

AGENDA ITEM: 15 Resolution R-21-050
MEETING DATE: October 21, 2021 Deletion of property & proposed disposition

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:

Approval of Resolution R-21-050

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-21-050

SUMMARY BY: Lucia Serrano

TITLE: Assistant Finance Director

RESOLUTION R-21-050

DELETION OF PROPERTY AND PROPOSED DISPOSITION

At a regular meeting of the Board of Chaves County Commissioners held on October 21, 2021 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, obsolete 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 21st Day of October 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

Dara Dana, Member

T. Calder Ezzell Jr, Member

Cindy Fuller
County Clerk

Richard C. Taylor, Member

R-21-050

Exhibit A

Asset ID	Description	Primary Location
Department: 997 - Obsolete Items		
002833	R-21-050 OBSOLETE BOOKCASE4 SHELVES	MFD
002859	R-21-050 OBSOLETE DESKLARGE, L SHAPE, 2 DRAWER CABINET, FILE C	MFD
002862	R-21-050 OBSOLETE DESKLSHAPE, W/2 LATERAL FILE WALL MOUNTS	MFD
002866	R-21-050 OBSOLETE DESK2 DRAWER, WALL MOUNTS	MFD
Department: 999 - CC Auction		
000677	R-21-050 AUCTION CAMERAVIDEO CAMERA W/TRIPOD	MFD
005579	R-21-050 AUCTION TV/VCR13" TV/VCR COMBINATION	MFD
008064	R-21-050 AUCTION PROJECTORINFOCUS LP820 LCDOTA VI DOE PROJECTOR32 LUMNESS	MFD
008065	R-21-050 AUCTION PROJECTORINFOCUS LP 820LCDOTA DOE PROJECTORWITH 3200 LUMESS	MFD
008581	R-21-050 AUCTION CAMERA35MMStation 1	MFD
008937	R-21-050 AUCTION PROJECTORLP820 PROJECTOR	MFD
011826	R-21-050 AUCTION Utility Cart	CCDC/ADULT
013107	R-21-050 AUCTION Printer	MFD
013625	R-21-050 AUCTION HP Printer EMS Room	MFD
NA	Misc. Furniture	MFD
7275	Camera Olympus	MFD
7158	Canon Camera	MFD
8581	Weather Matic Camera	MFD
7228	Digital Camera	MFD
NA	Filing Cabinet	ASSESSORS
NA	Desk	ASSESSORS
NA	Electric food Serving Line	CCDC/ADULT
242	Printer	MFD
NA	Scanner	MFD

	NA	Desk Jet	MFD
	NA	Misc. Charger, Pagers	MFD
	NA	HP Printer	MFD
	7294	VCR Sony	MFD
	NA	VCR	MFD
	NA	Thermal Camera	MFD
	NA	Misc. Radios	MFD
	NA	Printer	MFD
	NA	Misc. Radios and Chargers	MFD
	3173	Carpet Shampooer	MFD
	NA	Radios	MFD

AGENDA ITEM: 16

Resolution R-21-051 and Agreement A-21-048 between Chaves County and New Mexico Department of Transportation accepting Transportation Project Funds

MEETING DATE: October 21, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Mac Rogers, Public Services Director

ACTION REQUESTED: Approval of Resolution R-21-051 and Agreement A-21-048

ITEM SUMMARY:

The State Transportation Commission awarded Chaves County a grant from the Transportation Project Fund (TPF) for the purposes of micro surfacing an existing roadway on West McGaffey, West Country Club Road, and West Berrendo Road. The total estimated cost for the project is \$243,887.15; The New Mexico Department of Transportation (NMDOT) has allocated \$231,692.79 in State TPF funds with a local match requirement of \$12,194.36.

Staff recommends approval.

EXHIBIT B

RESOLUTION R-21-051

CHAVES COUNTY

**PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, **Chaves County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$243,887.15 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$231,692.79

And

- b. **Chaves County**'s proportional matching share shall be 5% or \$12,194.36

TOTAL PROJECT COST IS \$243,887.15

Chaves County shall pay all costs, which exceed the total amount of \$243,887.15.

Now therefore, be it resolved in official session that **Chaves County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and **Chaves County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by **Chaves County** to enter into Cooperative Agreement for Project Control Number **LP20012** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Micro surfacing existing roadway on W. McGaffey St., W. Country Club and W. Berrendo Roads within the control of **Chaves County** in New Mexico.

PASSED, ADOPTED, SIGNED AND APPROVED THIS ____ DAY OF OCTOBER, 2021.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

Dara Dana, Member

T. Calder Ezzell Jr., Member

Cindy Fuller
County Clerk

Richard Taylor, Member

Contract No. _____
Vendor No. 0000054378
Control No. HW2LP20012

**TRANSPORTATION PROJECT FUND
GRANT AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Chaves County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Micro surfacing existing roadway on W. McGaffey St., W. Country Club and W. Berrendo Roads** (Project or CN LP20012). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Two Hundred Forty Three Thousand Eight Hundred Eighty Seven Dollars and Fifteen Cents (**\$243,887.15**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **\$231,692.79**
Micro surfacing existing roadway on W. McGaffey St., W. Country Club and W. Berrendo Roads

2. The Public Entity's required proportional matching Share shall be 5% **\$12,194.36**
For purpose stated above

3. Total Project Cost **\$243,887.15**

b. The Public Entity is responsible for all costs that exceed Project funding.

c. All allocated funds must be spent by **June 30, 2025**.

d. The Public Entity represents that no federal funds will be used to finance the Project.

e. The Public Entity must repay Project funding to the Department if:

1. The Project is cancelled or partially performed.
2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 - 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 - 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 - 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 - 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 - 2. Have any involvement in the construction phase;
 - 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 - 4. Conduct periodic assurance inspections or comparison material testing.
 - 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 - 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 - 2. Request written Project status reports.
 - 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 - 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 - 2. Design and construct the Project in accordance with standards established by the Department.

- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60)

days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform

with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its

choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: *Craig C Kling*
Craig C Kling (Sep 23, 2021 13:11 MDT)
Assistant General Counsel

Date: Sep 23, 2021

Chaves County

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

AGENDA ITEM: 17

Permission to Publish for a Public Hearing Regarding LEDA and Ordinance No. O-109 an Ordinance of Chaves County Relating to the Intergovernmental Agreement and Project Participation Agreement for Ascent Aviation

MEETING DATE: October 21, 2021

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Permission to Publish

ITEM SUMMARY:

Staff is requesting permission to publish for a public hearing regarding Ordinance No. O-109 to be held on Thursday, November 18, 2021 at 9:00 a.m. in the Chaves County Commission Chambers during the Commission's regular meeting. This new ordinance relates to agreements between Chaves County and the New Mexico Local Economic Development Department pertaining to the Ascent Aviation project at the Roswell Air Center.

If approved, this notification will be published in the Roswell Daily Record.

Staff recommends approval.

SUPPORT DOCUMENTS: Ordinance No. O-109

SUMMARY BY: Bill Williams

TITLE: County Manager

Approval of Checks

Approval of Checks

Commission Meeting 21-Oct-21

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	3-Sep-21	\$159,362.79
	10-Sep-21	\$790,486.22
	17-Sep-21	\$154,264.07
	22-Sep-21	\$822.29
	24-Sep-21	\$524,198.00
PAYROLL:	5-Sep-21 REGULAR	\$267,246.87
	FINALS	\$6,839.54
	19-Sep-21 REGULAR	\$283,087.52
	FINALS	\$12,054.16
	FIRE	\$457.08
	INCENTIVE	\$500.00

Grand Total Checks to be Approved: \$2,199,318.54

SUPPORT DOCUMENTS:

Copies of Bills Lists

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
Richard C. Taylor · District 4
William E. Cavin · District 5

Finance Director
Anabel Barraza

Interim County Manager
Bill Williams

Final Payment Register

Date: 9-3-21
Packet# 01824

Date: 9-24-21
Packet# 01848

Date: _____
Packet# _____

Date: 9-10-21
Packet# 01832

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 9-17-21
Packet# 01836

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 9-22-21
Packet# 01844

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

Cindy Fuller
County Clerk

Richard C. Taylor, Member



Expense Approval Register

Packet: APPKT01824 - CHECK RUN/09/03/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	1143	09/01/2021	ASL CONSULTING/ENDANGE	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: APIC SOLUTIONS INC					
APIC SOLUTIONS INC	11038	09/01/2021	CUSTOMER CODE #1523	631-8-883-231-000	33,101.59
Vendor APIC SOLUTIONS INC Total:					33,101.59
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY 22-2 ASPEN	09/01/2021	LDWI DISTRIBUTION/FY 21-2	432-7-761-267-000	416.66
Vendor ASPEN OF NEW MEXICO Total:					416.66
Vendor: BELL GAS INC.					
BELL GAS INC.	264645	09/01/2021	ACCT.#070065	402-6-653-223-000	4,827.90
Vendor BELL GAS INC. Total:					4,827.90
Vendor: BELL GAS INC					
BELL GAS INC	308305	09/01/2021	ICE FOR ROAD CREW	402-6-653-230-000	165.90
Vendor BELL GAS INC Total:					165.90
Vendor: BREWER OIL CO					
BREWER OIL CO	12774917	09/01/2021	ACCT.#12290075	402-6-653-230-000	354.32
BREWER OIL CO	12790187	09/01/2021	ACCT.#12290075	402-6-653-230-000	840.38
Vendor BREWER OIL CO Total:					1,194.70
Vendor: COALITION OF AZ/NM COUNTIES					
COALITION OF AZ/NM COUN	550	09/01/2021	ANNUAL DUES/CHAVES COU	401-6-611-253-000	2,600.00
Vendor COALITION OF AZ/NM COUNTIES Total:					2,600.00
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	129979	09/01/2021	ACCT.#11390	402-6-653-291-000	10,054.03
Vendor CONSTRUCTORS INC Total:					10,054.03
Vendor: DAIRY FARMERS OF AMERICA					
DAIRY FARMERS OF AMERIC	CC022842	09/01/2021	REIMB FOR CHECK #1056600	401-4-403-735-000	1,000.00
DAIRY FARMERS OF AMERIC	CC022842	09/01/2021	REIMB FOR CHECK #1056600	401-4-403-735-000	1,500.00
Vendor DAIRY FARMERS OF AMERICA Total:					2,500.00
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2541103	09/01/2021	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2541104	09/01/2021	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2541105	09/01/2021	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2541106	09/01/2021	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
Vendor DEERE CREDIT, INC Total:					13,236.88
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	-FY 22-2 DT	09/01/2021	LDWI DISTRIBUTION/FY 21-2	432-7-761-267-000	3,250.00
Vendor DIANE F. TAYLOR Total:					3,250.00
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY 22-2 FM	09/01/2021	LDWI DISTRIBUTION/FY 21-2	432-7-761-267-000	1,100.00
Vendor FRANK G. MAGOURILOS Total:					1,100.00
Vendor: INDUSTRIAL WATER ENGINEERING, INC					
INDUSTRIAL WATER ENGINE	3850	09/01/2021	LABOR & MATERIAL	401-6-691-230-000	3,498.08
INDUSTRIAL WATER ENGINE	3850	09/01/2021	LABOR & MATERIAL	401-6-692-230-000	3,425.23
Vendor INDUSTRIAL WATER ENGINEERING, INC Total:					6,923.31
Vendor: ITS/QUEST INC					
ITS/QUEST INC	218660	09/01/2021	COMPANY#22289	402-6-653-104-000	699.62
Vendor ITS/QUEST INC Total:					699.62
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	12-1	09/02/2021	ACCT.#3357431	402-6-653-251-000	1,647.40

Expense Approval Register

Packet: APPKT01824 - CHECK RUN/09/03/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KANSAS STATE BANK OF MA	18	09/02/2021	ACCT.#3356805	402-6-653-251-000	1,584.93
Vendor KANSAS STATE BANK OF MANHATTAN Total:					3,232.33
Vendor: MCLL INC					
MCLL INC	FC21201	09/01/2021	VIN #1GNSKLEDOMR398299	631-8-884-372-000	38,942.00
Vendor MCLL INC Total:					38,942.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC022861	09/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CC022862	09/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC022863	09/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC022864	09/01/2021	PEST CONTROL SERVICE	412-8-815-267-000	53.92
Vendor MIRANDA PEST CONTROL Total:					172.54
Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY					
NEW MEXICO COUNTY INSU	ML001400	08/23/2021	CUSTOMER ID #3	401-7-752-319-000	10,000.00
Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:					10,000.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022844	09/01/2021	ACCT.#076281612-0786941-	401-6-693-341-000	24.80
NEW MEXICO GAS COMPAN	CC022851	09/01/2021	ACCT.#075706312-0781188-	412-8-815-341-000	47.19
Vendor NEW MEXICO GAS COMPANY INC Total:					71.99
Vendor: REDDEN PLUMBING & MECHANICAL					
REDDEN PLUMBING & MECH	9833	09/01/2021	LABOR & MATERIAL	407-8-811-257-000	631.63
REDDEN PLUMBING & MECH	FC1418	09/01/2021	FINANCE CHARGE/INV#9833	407-8-811-257-000	17.86
Vendor REDDEN PLUMBING & MECHANICAL Total:					649.49
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1222705	09/01/2021	ANNUAL ALLOCATION/FY 21-	401-6-672-426-000	4,791.66
Vendor ROSWELL CHAMBER OF COMMERCE Total:					4,791.66
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	FY 22-2 SC	09/01/2021	LDWI DISTRIBUTION/FY 21-2	432-7-762-267-000	4,375.00
Vendor SERENITY COUNSELING Total:					4,375.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022852	09/01/2021	ACCT.#54-0013077300-0	401-6-619-341-000	35.58
SOUTHWESTERN PUBLIC SER	CC022853	09/01/2021	ACCT.#54-0012497212-2	452-8-832-341-000	152.85
SOUTHWESTERN PUBLIC SER	CC022854	09/01/2021	ACCT.#54-3949442-7	401-6-645-341-000	1,160.23
SOUTHWESTERN PUBLIC SER	CC022854	09/01/2021	ACCT.#54-3949442-7	401-6-692-341-000	523.78
SOUTHWESTERN PUBLIC SER	CC022854	09/01/2021	ACCT.#54-3949442-7	401-6-692-341-000	5,929.05
SOUTHWESTERN PUBLIC SER	CC022855	09/01/2021	ACCT.#54-3943785-9	412-8-815-341-000	96.31
SOUTHWESTERN PUBLIC SER	CC022855	09/01/2021	ACCT.#54-3943782-6	412-8-815-341-000	118.86
SOUTHWESTERN PUBLIC SER	CC022856	09/01/2021	ACCT.#54-3943772-4	401-6-691-243-000	40.63
SOUTHWESTERN PUBLIC SER	CC022857	09/01/2021	ACCT.#54-3943607-4	401-7-751-341-000	18.31
SOUTHWESTERN PUBLIC SER	CC022858	09/01/2021	ACCT.#54-0010784288-9	412-8-815-341-000	15.88
SOUTHWESTERN PUBLIC SER	CC022859	09/01/2021	ACCT.#54-3943703-1	401-6-691-243-000	19.54
SOUTHWESTERN PUBLIC SER	CC022860	09/01/2021	ACCT.#54-8936266-1	412-8-815-341-000	62.60
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					8,173.62
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	81325	09/01/2021	SUPPLIES	402-6-653-230-000	83.28
Vendor STARR JANITORIAL INC. Total:					83.28
Vendor: SUPREME MAINTENANCE					
SUPREME MAINTENANCE	37382	09/01/2021	ACCT.#2061	401-6-691-267-000	2,711.57
SUPREME MAINTENANCE	37383	09/01/2021	ACCT.#2062	401-6-696-267-000	472.69
SUPREME MAINTENANCE	37384	09/01/2021	ACCT.#2063	401-6-693-267-000	1,951.68
SUPREME MAINTENANCE	37385	09/01/2021	ACCT.#2064	401-6-691-267-000	237.78
SUPREME MAINTENANCE	37386	09/01/2021	JANITORIAL SERVICES	401-6-694-267-000	309.26
Vendor SUPREME MAINTENANCE Total:					5,682.98
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC022843	09/01/2021	ACCT.#1085	401-6-693-341-000	86.07
Vendor TOWN OF DEXTER Total:					86.07

Expense Approval Register

Packet: APPKT01824 - CHECK RUN/09/03/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	29933459	09/01/2021	ACCT.#014-1392174-000	401-6-631-251-000	157.15
VISUAL EDGE, INC	29973810	09/01/2021	ACCT.#003-1344694-000	670-6-671-375-000	138.14
VISUAL EDGE, INC	29994987-1	09/01/2021	ACCT.#015-1458792-000	402-6-651-251-000	221.05
VISUAL EDGE, INC	29994987	09/01/2021	ACCT.#015-1458792-000	402-6-651-251-000	304.45
Vendor VISUAL EDGE, INC Total:					820.79
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	285010	09/01/2021	ACCT.#336302	402-6-653-221-000	230.77
WATSON TRUCK & SUPPLY IN	349178DO	09/01/2021	ACCT.#336302	402-6-653-221-000	50.36
WATSON TRUCK & SUPPLY IN	349255DO	09/01/2021	ACCT.#336302	402-6-653-221-000	429.32
Vendor WATSON TRUCK & SUPPLY INC Total:					710.45
Grand Total:					159,362.79

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	41,993.09
402 - ROAD FUND	34,730.59
407 - DUNKEN VOLUNTEER FIRE FND	649.49
412 - SIERRA VOLUNTEER FIRE FND	513.38
432 - DWI GRANT FUNDS	9,141.66
452 - FLOOD CONTROL	152.85
631 - OTHER GRANTS & CONTRACTS	72,043.59
670 - INTERNAL SERVICES	138.14
Grand Total:	159,362.79

Account Summary

Account Number	Account Name	Expense Amount
401-4-403-735-000	REIMBURSEMENT TO CO	2,500.00
401-6-611-253-000	DUES & OTHER FEES	2,600.00
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-341-000	UTILITIES	35.58
401-6-631-251-000	RENTALS	157.15
401-6-645-341-000	UTILITIES	1,160.23
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-6-691-230-000	SUPPLIES/TOOLS	3,498.08
401-6-691-243-000	HIGHWAY LIGHTS	60.17
401-6-691-267-000	CONTRACTUAL SERVICES	2,949.35
401-6-692-230-000	SUPPLIES	3,425.23
401-6-692-341-000	UTILITIES	6,452.83
401-6-693-267-000	CONTRACTUAL SERVICES	1,951.68
401-6-693-341-000	UTILITIES	110.87
401-6-694-267-000	CONTRACTUAL SERVICES	309.26
401-6-696-267-000	CONTRACTUAL SERVICES	472.69
401-7-751-341-000	UTILITIES	18.31
401-7-752-319-000	OTHER INSURANCE	10,000.00
402-6-651-251-000	RENTALS	525.50
402-6-653-104-000	TEMPORARY SALARIES	699.62
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	710.45
402-6-653-223-000	VEHICLE FUELS	4,827.90
402-6-653-230-000	SUPPLIES/TOOLS	1,443.88
402-6-653-251-000	RENTALS	16,469.21
402-6-653-291-000	ROAD PROJECTS-OTHER	10,054.03
407-8-811-257-000	FACILITY MAINTENANCE	649.49
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
412-8-815-341-000	UTILITIES	340.84
432-7-761-267-000	CONTRACTUAL SERVICES	4,766.66
432-7-762-267-000	CONTRACTUAL SERVICES	4,375.00
452-8-832-341-000	UTILITIES	152.85
631-8-883-231-000	JOY NON-EXPENDABLE S	33,101.59
631-8-884-372-000	VEHICLES - COUNTY	38,942.00
670-6-671-375-000	LEASE PURCHASE PAYME	138.14
Grand Total:	159,362.79	

Project Account Summary

Project Account Key	Expense Amount
None	159,362.79
Grand Total:	159,362.79

[Handwritten Signature]
 Approved By: *[Signature]*



Expense Approval Register

Packet: APPKT01832 - CHECK RUN/09/10/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: BELL GAS INC.						
BELL GAS INC.	27272	09/01/2021	ACCT. #100111	452-8-832-223-000	2,565.08	
					Vendor BELL GAS INC. Total:	2,565.08
Vendor: BERRENDO CO-OP WATER USERS						
BERRENDO CO-OP WATER U	CC022872	09/01/2021	ACCT.#J1720000	402-6-651-341-000	60.33	
					Vendor BERRENDO CO-OP WATER USERS Total:	60.33
Vendor: BROWN BROTHERS RANCH						
BROWN BROTHERS RANCH	1905	09/01/2021	ENGINEERING FILL	452-8-821-376-000	4,174.00	
					Vendor BROWN BROTHERS RANCH Total:	4,174.00
Vendor: CARRIE HARDY						
CARRIE HARDY	INV0006497	09/09/2021	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00	
					Vendor CARRIE HARDY Total:	250.00
Vendor: CENTRAL VALLEY ELECTRIC COOP						
CENTRAL VALLEY ELECTRIC C	CC022869	09/01/2021	ACCT.#10114001	410-8-816-341-000	351.90	
CENTRAL VALLEY ELECTRIC C	CC022869	09/01/2021	ACCT.#23898800	410-8-816-341-000	19.96	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#10147201	401-6-691-243-000	32.82	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#12209501	401-6-691-243-000	416.41	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#12001802	401-6-691-243-000	43.52	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#23133100	410-8-816-341-000	135.20	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#6695501	414-8-819-106-000	88.40	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#12412501	437-6-659-341-000	47.56	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#22987100	437-6-659-341-000	46.76	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#24208300	437-6-659-341-000	40.59	
CENTRAL VALLEY ELECTRIC C	CC022870	09/01/2021	ACCT.#24186400	437-6-659-341-000	51.60	
CENTRAL VALLEY ELECTRIC C	CC022871	09/01/2021	ACCT.#12413101	411-8-814-341-000	11.08	
CENTRAL VALLEY ELECTRIC C	CC022871	09/01/2021	ACCT.#12413201	411-8-814-341-000	72.22	
CENTRAL VALLEY ELECTRIC C	CC022871	09/01/2021	ACCT.#12026501	411-8-814-341-000	57.39	
CENTRAL VALLEY ELECTRIC C	CC022871	09/01/2021	ACCT.#12413301	411-8-814-341-000	9.98	
					Vendor CENTRAL VALLEY ELECTRIC COOP Total:	1,425.39
Vendor: CHAVES COUNTY CASA						
CHAVES COUNTY CASA	FY 22-2 CASA	09/07/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	600.00	
CHAVES COUNTY CASA	FY 22-2 GS	09/09/2021	CONTINUUM GRANT/FY 21-2	631-8-885-267-000	1,485.00	
CHAVES COUNTY CASA	FY 22-2 YA	09/09/2021	CONTINUUM GRANT/FY 21-2	631-8-885-267-000	2,640.00	
					Vendor CHAVES COUNTY CASA Total:	4,725.00
Vendor: CORRHEALTH						
CORRHEALTH	10562	09/01/2021	MEDICAL CARE OF INMATES/	427-6-639-268-000	156,203.31	
					Vendor CORRHEALTH Total:	156,203.31
Vendor: CUMBERLAND CO-OPERATIVE WATER						
CUMBERLAND CO-OPERATIV	CC022866	09/01/2021	ACCT.#G215	401-6-691-341-000	39.40	
CUMBERLAND CO-OPERATIV	CC022867	09/01/2021	ACCT.#B1085	408-8-812-340-000	35.38	
					Vendor CUMBERLAND CO-OPERATIVE WATER Total:	74.78
Vendor: DEERE CREDIT, INC						
DEERE CREDIT, INC	2543484	09/01/2021	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45	
DEERE CREDIT, INC	2543485	09/01/2021	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45	
					Vendor DEERE CREDIT, INC Total:	6,120.90
Vendor: DEXTER CONSOLIDATED SCHOOLS						
DEXTER CONSOLIDATED SCH	FY 22-2 DEX-TNT	09/08/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,000.00	
					Vendor DEXTER CONSOLIDATED SCHOOLS Total:	1,000.00
Vendor: DIANNE MEDA						
DIANNE MEDA	FY 22-2 SCREEN-1	09/07/2021	DWI DISTRIBUTION/FY 21-22	432-7-766-267-000	1,500.00	

Expense Approval Register

Packet: APPKT01832 - CHECK RUN/09/10/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DIANNE MEDA	FY 22-2 SCREEN	09/07/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,500.00
				Vendor DIANNE MEDA Total:	3,000.00
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402534670	09/01/2021	ACCT.#926628	402-6-653-290-000	37.50
ERGON ASPHALT EMULSION	9402538647	09/01/2021	ACCT.#926628	402-6-653-290-000	37.50
ERGON ASPHALT EMULSION	9402550647	09/06/2021	ACCT.#926628	402-6-653-290-000	12,160.94
ERGON ASPHALT EMULSION	9402551501	09/07/2021	ACCT.#926628	402-6-653-290-000	12,742.41
ERGON ASPHALT EMULSION	9402551502	09/07/2021	ACCT.#926628	402-6-653-290-000	11,762.07
				Vendor ERGON ASPHALT EMULSIONS INC Total:	36,740.42
Vendor: FULKERSON PLUMBING & HEATING CO. INC.					
FULKERSON PLUMBING & HE	8	09/01/2021	PROFESSIONAL SERVICES	635-6-682-371-100	4,064.69
				Vendor FULKERSON PLUMBING & HEATING CO. INC. Total:	4,064.69
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	ADJU/CIGNA	401-2-200-007-000	10,558.57
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	401-2-200-007-000	142,425.21
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	402-2-200-007-000	40,264.56
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	427-2-200-007-000	1,746.20
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	431-2-200-007-000	1,022.11
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	432-2-200-007-000	4,137.14
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	435-2-200-007-000	4,378.91
GSD-ADMIN SERVICES DIVISI	GSD-084826-1	09/05/2021	CUSTOMER #C-C0004-75203	452-2-200-007-000	9,948.95
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	ADJUST #2479	401-2-200-005-000	1.37
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	401-2-200-005-000	1,147.42
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	402-2-200-005-000	376.73
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	435-2-200-005-000	23.87
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	452-2-200-005-000	101.25
GSD-ADMIN SERVICES DIVISI	GSD-084826-2	09/05/2021	CUSTOMER #C-C0004-75203	452-2-200-005-000	12.62
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	401-2-200-021-000	1,430.01
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	402-2-200-021-000	375.97
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	427-2-200-021-000	17.31
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	431-2-200-021-000	10.24
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	432-2-200-021-000	46.47
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	435-2-200-021-000	27.97
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	437-2-200-021-000	29.81
GSD-ADMIN SERVICES DIVISI	GSD-084826	09/05/2021	CUSTOMER #C-C0004-75203	452-2-200-021-000	89.87
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C-C0004-56105	401-2-200-005-000	1,446.22
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C0004-56105	402-2-200-005-000	318.33
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C0004-56105	427-2-200-005-000	184.04
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C0004-56105	432-2-200-005-000	15.61
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C0004-56105	435-2-200-005-000	32.23
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C0004-56105	437-2-200-005-000	8.84
GSD-ADMIN SERVICES DIVISI	GSD-084963	09/05/2021	CUSTOMER #C0004-56105	452-2-200-005-000	86.64
				Vendor GSD-ADMIN SERVICES DIVISION Total:	220,320.72
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY 22-2 HAG-TNT	09/09/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,000.00
				Vendor HAGERMAN MUNICIPAL SCHOOLS Total:	1,000.00
Vendor: INK IMPRESSIONS INC					
INK IMPRESSIONS INC	58451	09/01/2021	ACCT.#CHA0202	401-7-721-252-000	302.44
				Vendor INK IMPRESSIONS INC Total:	302.44
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0006507	09/09/2021	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006508	09/09/2021	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006509	09/09/2021	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006510	09/09/2021	Andres G. Salas Union Dues	401-2-200-010-000	22.72
IUPA, CHAVES COUNTY SHER	INV0006510	09/09/2021	Andres G. Salas Union Dues	431-2-200-010-000	2.28
IUPA, CHAVES COUNTY SHER	INV0006511	09/09/2021	TONY SEDILLO	401-2-200-010-000	25.00

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IUPA, CHAVES COUNTY SHER	INV0006512	09/09/2021	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006513	09/09/2021	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006514	09/09/2021	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006515	09/09/2021	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006516	09/09/2021	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006517	09/09/2021	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006518	09/09/2021	NICOLAS BERUMEN UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006519	09/09/2021	Charles Drake Union Dues	401-2-200-010-000	23.39
IUPA, CHAVES COUNTY SHER	INV0006519	09/09/2021	Charles Drake Union Dues	431-2-200-010-000	1.61
IUPA, CHAVES COUNTY SHER	INV0006520	09/09/2021	Olivia Padilla Union Dues	401-2-200-010-000	22.57
IUPA, CHAVES COUNTY SHER	INV0006520	09/09/2021	Olivia Padilla Union Dues	431-2-200-010-000	2.43
IUPA, CHAVES COUNTY SHER	INV0006521	09/09/2021	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006522	09/09/2021	Miguel Barrientos Union Due	401-2-200-010-000	21.86
IUPA, CHAVES COUNTY SHER	INV0006522	09/09/2021	Miguel Barrientos Union Due	431-2-200-010-000	3.14
IUPA, CHAVES COUNTY SHER	INV0006523	09/09/2021	RAUL RAMOS UNION DUES	401-2-200-010-000	23.55
IUPA, CHAVES COUNTY SHER	INV0006523	09/09/2021	RAUL RAMOS UNION DUES	431-2-200-010-000	1.45
IUPA, CHAVES COUNTY SHER	INV0006524	09/09/2021	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006525	09/09/2021	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006526	09/09/2021	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006527	09/09/2021	IGNACIO AVILA	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006528	09/09/2021	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006529	09/09/2021	RICARDO DELGADO UNION	401-2-200-010-000	23.14
IUPA, CHAVES COUNTY SHER	INV0006529	09/09/2021	RICARDO DELGADO UNION	431-2-200-010-000	1.86
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					575.00
Vendor: JARAMILLO ACCOUNTING GROUP					
JARAMILLO ACCOUNTING GR	1825	09/01/2021	ACCT.#30046	401-6-619-267-000	21,467.13
Vendor JARAMILLO ACCOUNTING GROUP Total:					21,467.13
Vendor: KS STATE BANK					
KS STATE BANK	18	09/08/2021	ACCT.#3380675	635-6-682-375-000	13,634.11
Vendor KS STATE BANK Total:					13,634.11
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY 22-2 LA-TNT	09/08/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: LEA COUNTY					
LEA COUNTY	J08-2021	09/01/2021	ARREST #3308,3312,3313	401-6-645-268-000	6,500.00
Vendor LEA COUNTY Total:					6,500.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC022865	09/08/2021	PEST CONTROL SERVICE	452-8-832-267-000	43.13
Vendor MIRANDA PEST CONTROL Total:					43.13
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022873	09/01/2021	ACCT.#076424512-0788370-	401-6-645-341-000	22.32
NEW MEXICO GAS COMPAN	CC022873	09/01/2021	ACCT.#076424512-0788370-	401-6-692-341-000	10.07
NEW MEXICO GAS COMPAN	CC022873	09/01/2021	ACCT.#076424512-0788370-	401-6-692-341-000	114.03
NEW MEXICO GAS COMPAN	CC022874	09/01/2021	ACCT.#076846512-1202378-	411-8-814-341-000	30.47
NEW MEXICO GAS COMPAN	CC022875	09/01/2021	ACCT.#075706312-1236482-	414-8-819-341-000	24.31
Vendor NEW MEXICO GAS COMPANY INC Total:					201.20
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	CM0000174	09/09/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	-62.64
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,067.20
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,920.76
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	427-2-200-020-000	116.94
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	432-2-200-020-000	156.23
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	435-2-200-020-000	169.15
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	437-2-200-020-000	57.98
NM RETIREE HEALTH CARE A	INV0006505	09/09/2021	NM RETIREE HEALTH CARE P	452-2-200-020-000	468.73
NM RETIREE HEALTH CARE A	INV0006506	09/09/2021	NM Retiree HealthCare Law	401-2-200-020-000	2,706.00
NM RETIREE HEALTH CARE A	INV0006506	09/09/2021	NM Retiree HealthCare Law	431-2-200-020-000	47.24

Expense Approval Register

Packet: APPKT01832 - CHECK RUN/09/10/21/CM

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
NM RETIREE HEALTH CARE A	INV0006541	09/09/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	23.49	
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	11,671.08	
Vendor: ORLANDO COBOS						
ORLANDO COBOS	21961	09/08/2021	CERTIFIED AUTO APPRAISAL	414-8-819-260-000	300.00	
				Vendor ORLANDO COBOS Total:	300.00	
Vendor: QUADIENT FINANCE USA, INC						
QUADIENT FINANCE USA, IN	N9021743	09/01/2021	ACCT.#00745203	401-6-619-339-000	1,528.49	
				Vendor QUADIENT FINANCE USA, INC Total:	1,528.49	
Vendor: ROSWELL CHAVES COUNTY EDC						
ROSWELL CHAVES COUNTY E	CC22-0003	09/07/2021	ANNUAL ALLOCATION/FY 21-	605-6-672-428-000	12,500.00	
				Vendor ROSWELL CHAVES COUNTY EDC Total:	12,500.00	
Vendor: ROSWELL W.F.L.						
ROSWELL W.F.L.	FY 22-2 WINGS	09/07/2021	DWI DISTRIBUTION/FY21-22	432-7-761-267-000	2,333.33	
ROSWELL W.F.L.	FY 22-2 WT	09/09/2021	CONTINUUM GRANT/FY 21-2	631-8-885-267-000	165.00	
				Vendor ROSWELL W.F.L. Total:	2,498.33	
Vendor: STARR JANITORIAL INC.						
STARR JANITORIAL INC.	81388	09/01/2021	SUPPLIES	650-6-684-230-000	178.56	
				Vendor STARR JANITORIAL INC. Total:	178.56	
Vendor: STATE OF NEW MEXICO						
STATE OF NEW MEXICO	INV0006489	09/09/2021	000099447-COLLINS	402-2-200-018-000	180.89	
STATE OF NEW MEXICO	INV0006490	09/09/2021	000285627-COLLINS	402-2-200-018-000	95.54	
STATE OF NEW MEXICO	INV0006491	09/09/2021	000165474-COLLINS	402-2-200-018-000	25.38	
STATE OF NEW MEXICO	INV0006492	09/09/2021	000454540-MENDOZA	401-2-200-018-000	132.92	
STATE OF NEW MEXICO	INV0006494	09/09/2021	000258710-LUERAS	401-2-200-018-000	109.73	
STATE OF NEW MEXICO	INV0006494	09/09/2021	000258710-LUERAS	431-2-200-018-000	9.35	
STATE OF NEW MEXICO	INV0006495	09/09/2021	000434280-LUERAS	401-2-200-018-000	129.71	
STATE OF NEW MEXICO	INV0006495	09/09/2021	000434280-LUERAS	431-2-200-018-000	11.06	
STATE OF NEW MEXICO	INV0006498	09/09/2021	J.JOHNSON 000088516	401-2-200-018-000	449.54	
STATE OF NEW MEXICO	INV0006500	09/09/2021	8954 MATTA	437-2-200-018-000	138.46	
				Vendor STATE OF NEW MEXICO Total:	1,282.58	
Vendor: STATE OF NM OF FINANCE						
STATE OF NM OF FINANCE	CC022868	09/09/2021	SAFETY NET CARE POOL/FY 2	427-6-639-271-000	269,556.10	
				Vendor STATE OF NM OF FINANCE Total:	269,556.10	
Vendor: TEXAS CHILD SUPPORT SDU						
TEXAS CHILD SUPPORT SDU	INV0006493	09/09/2021	0013625446-COBOS	401-2-200-018-000	327.23	
TEXAS CHILD SUPPORT SDU	INV0006496	09/09/2021	0013476687-SILVA	401-2-200-018-000	203.08	
TEXAS CHILD SUPPORT SDU	INV0006499	09/09/2021	0009107115 99CM7043	401-2-200-018-000	128.05	
TEXAS CHILD SUPPORT SDU	INV0006501	09/09/2021	0009646845 MATTA,RAY	437-2-200-011-000	189.98	
				Vendor TEXAS CHILD SUPPORT SDU Total:	848.34	
Vendor: THE ROSWELL REFUGE						
THE ROSWELL REFUGE	FY 22-2 RR	09/07/2021	DWI DISTRIBUTION/FY 21-22	432-7-761-267-000	2,333.33	
				Vendor THE ROSWELL REFUGE Total:	2,333.33	
Vendor: TRANSWORLD SYSTEMS, INC						
TRANSWORLD SYSTEMS, INC	INV0006530	09/09/2021	95003979-EDGV1	401-2-200-011-000	147.94	
				Vendor TRANSWORLD SYSTEMS, INC Total:	147.94	
Vendor: VISUAL EDGE, INC						
VISUAL EDGE, INC	29973811	09/01/2021	ACCT.#003-1365133-000	408-8-812-251-000	152.65	
VISUAL EDGE, INC	30050848	09/06/2021	ACCT.#007-1663050-000	670-6-671-375-000	302.87	
VISUAL EDGE, INC	30050849	09/06/2021	ACCT.#016-1534531-000	414-8-819-251-000	55.23	
				Vendor VISUAL EDGE, INC Total:	510.75	
Vendor: WEX BANK						
WEX BANK	73700404	09/01/2021	ACCT.#0496-00-237636-6	401-7-752-223-000	1,683.09	
				Vendor WEX BANK Total:	1,683.09	
					Grand Total:	790,486.22

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	200,343.00
402 - ROAD FUND	86,479.81
408 - EAST GRAND PLAINS VOLFIRE	188.03
410 - MIDWAY VOLUNTEER FIRE FND	507.06
411 - BERRENDO VOLUNTEER FIRE	181.14
414 - CC FIRE DIST #8 VOL FIRE	467.94
427 - INDIGENT HOSPITAL CLAIMS	427,846.40
431 - PUBLIC SAFETY GRANT	1,112.77
432 - DWI GRANT FUNDS	15,655.86
435 - CORRECTION GRANTS	4,632.13
437 - ENVIRONMENTAL TAX	611.58
452 - FLOOD CONTROL	17,490.27
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
631 - OTHER GRANTS & CONTRACTS	4,290.00
635 - EMERGENCY/CAPITAL OUTLAY	17,698.80
650 - DETENTION CONSTRUCTION PJ	178.56
670 - INTERNAL SERVICES	302.87
Grand Total:	790,486.22

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,595.01
401-2-200-007-000	MEDICAL INSURANCE PA	152,983.78
401-2-200-010-000	UNITED WAY PAYABLE	562.23
401-2-200-011-000	MISCELLANEOUS PAYABL	147.94
401-2-200-018-000	CHILD ENFORCEMENT P	1,730.26
401-2-200-020-000	RETIREE H/C PAYABLE	8,734.05
401-2-200-021-000	VISION CARE PAYABLE	1,430.01
401-6-619-267-000	CONTRACTUAL SERVICES	21,467.13
401-6-619-339-000	POSTAGE/FREIGHT	1,528.49
401-6-645-268-000	CARE OF PRISONER SER	6,500.00
401-6-645-341-000	UTILITIES	22.32
401-6-691-243-000	HIGHWAY LIGHTS	492.75
401-6-691-341-000	UTILITIES	39.40
401-6-692-341-000	UTILITIES	124.10
401-7-721-252-000	PRINTING/PUBLISHING	302.44
401-7-752-223-000	VEHICLE FUELS	1,683.09
402-2-200-005-000	GROUP INSURANCE PAY	695.06
402-2-200-007-000	MEDICAL INSURANCE PA	40,264.56
402-2-200-018-000	CHILD ENFORCEMENT P	301.81
402-2-200-020-000	RETIREE H/C PAYABLE	1,920.76
402-2-200-021-000	VISION CARE PAYABLE	375.97
402-6-651-341-000	UTILITIES	60.33
402-6-653-251-000	RENTALS	6,120.90
402-6-653-290-000	PAVING PROJECTS-COOP	36,740.42
408-8-812-251-000	RENTALS	152.65
408-8-812-340-000	TELEPHONE	35.38
410-8-816-341-000	UTILITIES	507.06
411-8-814-341-000	UTILITIES	181.14
414-8-819-106-000	MEDICARE TAX	88.40
414-8-819-251-000	RENTALS	55.23
414-8-819-260-000	PROFESSIONAL SERVICE	300.00
414-8-819-341-000	UTILITIES	24.31
427-2-200-005-000	GROUP INSURANCE PAY	206.54
427-2-200-007-000	MEDICAL INSURANCE PA	1,746.20
427-2-200-020-000	RETIREE H/C PAYABLE	116.94
427-2-200-021-000	VISION CARE PAYABLE	17.31
427-6-639-268-000	CARE OF PRISONER SER	156,203.31
427-6-639-271-000	SAFETY NET CARE POOL	269,556.10

Account Summary

Account Number	Account Name	Expense Amount
431-2-200-007-000	MEDICAL INSURANCE PA	1,022.11
431-2-200-010-000	UNITED WAY PAYABLE	12.77
431-2-200-018-000	CHILD ENFORCEMENT P	20.41
431-2-200-020-000	RETIREE H/C PAYABLE	47.24
431-2-200-021-000	VISION CARE PAYABLE	10.24
432-2-200-005-000	GROUP INSURANCE PAY	49.36
432-2-200-007-000	MEDICAL INS. PAYABLE	4,137.14
432-2-200-020-000	RETIREE H/C PAYABLE	156.23
432-2-200-021-000	VISION CARE PAYABLE	46.47
432-7-761-267-000	CONTRACTUAL SERVICES	9,766.66
432-7-766-267-000	CONTRACTUAL SERVICES	1,500.00
435-2-200-005-000	GROUP INSURANCE PAY	56.10
435-2-200-007-000	MEDICAL INSURANCE PA	4,378.91
435-2-200-020-000	RETIREE H/C PAYABLE	169.15
435-2-200-021-000	VISION CARE PAYABLE	27.97
437-2-200-005-000	GROUP INSURANCE PAY	8.84
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	57.98
437-2-200-021-000	VISION CARE PAYABLE	29.81
437-6-659-341-000	UTILITIES	186.51
452-2-200-005-000	GROUP INSURANCE PAY	200.51
452-2-200-007-000	MEDICAL INSURANCE PA	9,948.95
452-2-200-020-000	RETIREE H/C PAYABLE	468.73
452-2-200-021-000	VISION CARE PAYABLE	89.87
452-8-821-376-000	BUILDINGS & CONSTRU	4,174.00
452-8-832-223-000	VEHICLE FUELS	2,565.08
452-8-832-267-000	CONTRACTUAL SERVICES	43.13
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
631-8-885-267-000	OTHER CONTRACT SERVI	4,290.00
635-6-682-371-100	EQUIP/MACHINERY	4,064.69
635-6-682-375-000	LEASE PURCHASES	13,634.11
650-6-684-230-000	SUPPLIES/TOOLS	178.56
670-6-671-375-000	LEASE PURCHASE PAYME	302.87
	Grand Total:	790,486.22

Project Account Summary

Project Account Key	Expense Amount
None	790,486.22
Grand Total:	790,486.22

Approved for Payment




Expense Approval Register

Packet: APPKT01836 - CHECK RUN/09/17/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: AUCROWN ENTERPRISES						
AUCROWN ENTERPRISES	CC022892	09/16/2021	INDIGENT DENTAL/FY 21-22	427-6-639-274-000	15,933.81	
					Vendor AUCROWN ENTERPRISES Total:	15,933.81
Vendor: B MELTEL, LLC						
B MELTEL, LLC	004642	09/01/2021	MELODY ID #B0677W-XX02/	401-7-751-251-000	566.50	
					Vendor B MELTEL, LLC Total:	566.50
Vendor: BELL GAS INC.						
BELL GAS INC.	258668	09/02/2021	ACCT.#070065	402-6-653-223-000	3,173.48	
BELL GAS INC.	27330	09/01/2021	ACCT.#10693	402-6-653-223-000	19,719.72	
					Vendor BELL GAS INC. Total:	22,893.20
Vendor: BREWER OIL CO						
BREWER OIL CO	12805591	09/09/2021	ACCT.#12290075	402-6-653-230-000	1,109.63	
					Vendor BREWER OIL CO Total:	1,109.63
Vendor: CINTAS CORPORATION #2						
CINTAS CORPORATION #2	8405306576	09/03/2021	ACCT.#10187763	402-6-653-230-000	282.71	
					Vendor CINTAS CORPORATION #2 Total:	282.71
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC022880	09/01/2021	ACCT.#137415-52228	452-8-832-341-000	51.13	
CITY OF ROSWELL	CC022886	09/01/2021	ACCT.#137417-52230	402-6-653-291-000	107.36	
CITY OF ROSWELL	CC022887	09/01/2021	ACCT.#137417-52234	402-6-653-291-000	107.36	
					Vendor CITY OF ROSWELL Total:	265.85
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC022888	09/01/2021	ACCT.#44	437-6-659-242-000	11,990.33	
					Vendor CITY OF ROSWELL Total:	11,990.33
Vendor: DONA ANA COUNTY						
DONA ANA COUNTY	S0088927	09/08/2021	HOUSING OF JUVENILES	401-6-645-268-000	26,640.00	
					Vendor DONA ANA COUNTY Total:	26,640.00
Vendor: ECOLAB USA INC						
ECOLAB USA INC	6263312620	09/01/2021	ACCT.#504109395	650-6-684-230-000	5,327.48	
ECOLAB USA INC	6263354619	09/01/2021	ACCT.#504109395	650-6-684-230-000	376.32	
					Vendor ECOLAB USA INC Total:	5,703.80
Vendor: ERGON ASPHALT EMULSIONS INC						
ERGON ASPHALT EMULSION	9402551500	09/07/2021	ACCT.#926628	402-6-653-290-000	12,772.95	
ERGON ASPHALT EMULSION	9402551500	09/07/2021	ACCT.#926628/INV. #940255	402-6-653-290-000	-10,165.28	
ERGON ASPHALT EMULSION	9402551503	09/07/2021	ACCT.#926628	402-6-653-290-000	12,027.98	
ERGON ASPHALT EMULSION	9402554898	09/10/2021	ACCT.#926628	402-6-653-290-000	2,146.05	
ERGON ASPHALT EMULSION	9402554899	09/10/2021	ACCT.#926628	402-6-653-290-000	788.22	
ERGON ASPHALT EMULSION	9402554900	09/10/2021	ACCT.#926628	402-6-653-290-000	75.00	
ERGON ASPHALT EMULSION	9402555886	09/12/2021	ACCT.#926628	402-6-653-290-000	12,537.11	
ERGON ASPHALT EMULSION	9402555886	09/12/2021	ACCT.#926628/INV.#940255	402-6-653-290-000	-7,079.89	
					Vendor ERGON ASPHALT EMULSIONS INC Total:	23,102.14
Vendor: HOLCOMB LAW OFFICE						
HOLCOMB LAW OFFICE	3239	09/02/2021	PROFESSIONAL SERVICES	401-6-611-260-000	168.29	
					Vendor HOLCOMB LAW OFFICE Total:	168.29
Vendor: ITS/QUEST INC						
ITS/QUEST INC	218854	09/01/2021	COMPANY #22289	402-6-653-104-000	699.62	
ITS/QUEST INC	218974	09/08/2021	COMPANT #22289	402-6-653-104-000	1,075.67	
					Vendor ITS/QUEST INC Total:	1,775.29

Expense Approval Register

Packet: APPKT01836 - CHECK RUN/09/17/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: LA CASA DE BUENA SALUD					
LA CASA DE BUENA SALUD	CC022891	09/16/2021	INDIGENT HEALTH CARE/FY 2	427-6-639-273-000	22,077.60
				Vendor LA CASA DE BUENA SALUD Total:	22,077.60
Vendor: NCA ARCHITECTS, LLC					
NCA ARCHITECTS, LLC	17012	09/01/2021	PROJECT #A1916	401-6-619-260-000	492.77
NCA ARCHITECTS, LLC	17012	09/01/2021	PROJECT #A1916	631-8-886-231-000	7,282.54
NCA ARCHITECTS, LLC	17012	09/01/2021	PROJECT #A1916	631-8-886-231-000	5,662.46
				Vendor NCA ARCHITECTS, LLC Total:	13,437.77
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022890	09/10/2021	ACCT.#077227312-0796398-	408-8-812-341-000	48.22
NEW MEXICO GAS COMPAN	CC022897	09/08/2021	ACCT.#076846512-0792590-	411-8-814-341-000	42.77
NEW MEXICO GAS COMPAN	CC022898	09/09/2021	ACCT.#077058012-0794705-	410-8-816-341-000	56.84
NEW MEXICO GAS COMPAN	CC022899	09/09/2021	ACCT.#077227312-1237385-	408-8-812-341-000	34.71
NEW MEXICO GAS COMPAN	CC022900	09/08/2021	ACCT.#077937001-0803495-	411-8-814-341-000	26.74
				Vendor NEW MEXICO GAS COMPANY INC Total:	209.28
Vendor: QWEST CORPORATION					
QWEST CORPORATION	CC022893	09/01/2021	ACCT.#N-575-624-0006-508	650-6-684-340-000	320.29
				Vendor QWEST CORPORATION Total:	320.29
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORP	CC022882	09/14/2021	ACCT.#V023563570	427-6-639-270-000	31.78
ROSWELL HOSPITAL CORP	CC022883	09/14/2021	ACCT.#V023545387	427-6-639-270-000	31.78
ROSWELL HOSPITAL CORP	CC022884	09/14/2021	ACCT.#V023554777	427-6-639-270-000	125.63
ROSWELL HOSPITAL CORP	CC022885	09/14/2021	ACCT.#V023572597	427-6-639-270-000	31.78
				Vendor ROSWELL HOSPITAL CORPORATION Total:	220.97
Vendor: SMITH ENGINEERING					
SMITH ENGINEERING	53467	09/01/2021	PROJECT #321335	402-6-651-260-000	5,391.67
				Vendor SMITH ENGINEERING Total:	5,391.67
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022894	09/01/2021	ACCT.#54-3943758-6	401-6-691-243-000	30.26
SOUTHWESTERN PUBLIC SER	CC022895	09/01/2021	ACCT.#54-3943777-9	401-6-691-243-000	33.43
SOUTHWESTERN PUBLIC SER	CC022896	09/07/2021	ACCT.#54-3949473-4	411-8-814-341-000	263.09
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	326.78
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	206499	09/07/2021	CUSTOMER ID #RF1007647	402-6-653-221-000	46.04
				Vendor THE FORD HOUSE, LLC Total:	46.04
Vendor: THE WRAP STUDIO, LLC					
THE WRAP STUDIO, LLC	1341	09/06/2021	DECALS FOR ENGINE 110	411-8-814-230-000	1,062.42
				Vendor THE WRAP STUDIO, LLC Total:	1,062.42
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	29973812	09/01/2021	ACCT.#016-1539865-000	650-6-684-251-000	348.46
VISUAL EDGE, INC	30026405	09/03/2021	ACCT.#016-1579071-000	432-7-761-251-000	117.48
				Vendor VISUAL EDGE, INC Total:	465.94
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	349689DO	09/07/2021	ACCT.#336302	402-6-653-221-000	48.76
				Vendor WATSON TRUCK & SUPPLY INC Total:	48.76
Vendor: WAYNETTE WOOTON					
WAYNETTE WOOTON	315209	09/09/2021	CONSTRUCTION WATER	402-6-653-291-000	225.00
				Vendor WAYNETTE WOOTON Total:	225.00
Grand Total:					154,264.07

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	27,931.25
402 - ROAD FUND	55,089.16
408 - EAST GRAND PLAINS VOLFIRE	82.93
410 - MIDWAY VOLUNTEER FIRE FND	56.84
411 - BERRENDO VOLUNTEER FIRE	1,395.02
427 - INDIGENT HOSPITAL CLAIMS	38,232.38
432 - DWI GRANT FUNDS	117.48
437 - ENVIRONMENTAL TAX	11,990.33
452 - FLOOD CONTROL	51.13
631 - OTHER GRANTS & CONTRACTS	12,945.00
650 - DETENTION CONSTRUCTION PJ	6,372.55
Grand Total:	154,264.07

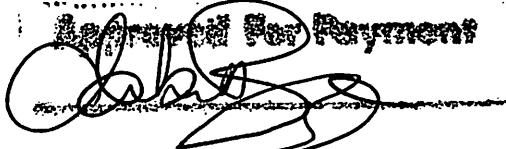
Account Summary

Account Number	Account Name	Expense Amount
401-6-611-260-000	PROFESSIONAL SERVICE	168.29
401-6-619-260-000	PROFESSIONAL SERVICE	492.77
401-6-645-268-000	CARE OF PRISONER SER	26,640.00
401-6-691-243-000	HIGHWAY LIGHTS	63.69
401-7-751-251-000	RENTALS	566.50
402-6-651-260-000	PROFESSIONAL SERVICE	5,391.67
402-6-653-104-000	TEMPORARY SALARIES	1,775.29
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	94.80
402-6-653-223-000	VEHICLE FUELS	22,893.20
402-6-653-230-000	SUPPLIES/TOOLS	1,392.34
402-6-653-290-000	PAVING PROJECTS-COOP	23,102.14
402-6-653-291-000	ROAD PROJECTS-OTHER	439.72
408-8-812-341-000	UTILITIES	82.93
410-8-816-341-000	UTILITIES	56.84
411-8-814-230-000	SUPPLIES/TOOLS	1,062.42
411-8-814-341-000	UTILITIES	332.60
427-6-639-270-000	PAYMENT OF HOSPITAL	220.97
427-6-639-273-000	HEALTH CLINIC CLAIMS	22,077.60
427-6-639-274-000	DENTAL CLAIMS	15,933.81
432-7-761-251-000	RENTALS	117.48
437-6-659-242-000	LANDFILL EXPENSES	11,990.33
452-8-832-341-000	UTILITIES	51.13
631-8-886-231-000	NON EXPENDABLE SUPP	12,945.00
650-6-684-230-000	SUPPLIES/TOOLS	5,703.80
650-6-684-251-000	RENTALS	348.46
650-6-684-340-000	TELEPHONE	320.29
Grand Total:		154,264.07

Project Account Summary

Project Account Key	Expense Amount
None	154,264.07
Grand Total:	154,264.07

Approved For Payment





Chaves County, NM

Expense Approval Register

Packet: APPKT01844 - CHECK RUN/09/22/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ARACELI HERNANDEZ					
ARACELI HERNANDEZ	CC022909	09/21/2021	MEALS	631-8-886-225-000	150.81
ARACELI HERNANDEZ	CC022909	09/21/2021	PARKING FEES	631-8-886-225-000	28.00
Vendor ARACELI HERNANDEZ Total:					178.81
Vendor: DUSTIN K. HUNTER					
DUSTIN K. HUNTER	CC022910	09/21/2021	MEALS	631-8-886-225-000	248.35
Vendor DUSTIN K. HUNTER Total:					248.35
Vendor: JARED KALLUNKI					
JARED KALLUNKI	CC022902	09/21/2021	MEALS	631-8-886-225-000	187.27
JARED KALLUNKI	CC022902	09/21/2021	PARKING FEES	631-8-886-225-000	20.00
Vendor JARED KALLUNKI Total:					207.27
Vendor: JOSE GURRULA					
JOSE GURRULA	CC022901	09/21/2021	MEALS	631-8-886-225-000	187.86
Vendor JOSE GURRULA Total:					187.86
Grand Total:					822.29

Fund Summary

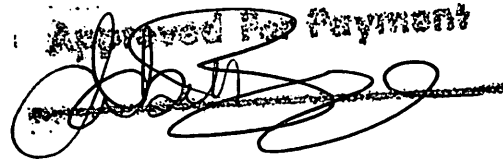
Fund	Expense Amount
631 - OTHER GRANTS & CONTRACTS	<u>822.29</u>
Grand Total:	822.29

Account Summary

Account Number	Account Name	Expense Amount
631-8-886-225-000	PER DIEM	<u>822.29</u>
Grand Total:		822.29

Project Account Summary

Project Account Key	Expense Amount
None	<u>822.29</u>
Grand Total:	822.29

Approved For Payment




Expense Approval Register

Packet: APPKT01848 - CHECK RUN/09/24/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0006564	09/23/2021	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					26.95
Vendor: BELL GAS INC.					
BELL GAS INC.	27545	09/15/2021	ACCT.#100111	452-8-832-223-000	2,000.46
BELL GAS INC.	27546	09/15/2021	ACCT.#100111	452-8-832-223-000	1,296.59
Vendor BELL GAS INC. Total:					3,297.05
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	68701	09/08/2021	ACCT.#240000036	401-6-645-268-000	11,508.24
Vendor BERNALILLO COUNTY Total:					11,508.24
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0006573	09/23/2021	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	31389715	09/02/2021	ACCT.#2476550	452-8-832-375-000	9,419.95
Vendor CATERPILLAR FINANCIAL SERVICES Total:					9,419.95
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC022911	09/23/2021	FH METER RENTAL DEPOSIT	452-8-832-341-000	2,300.00
Vendor CITY OF ROSWELL Total:					2,300.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC022913	09/02/2021	CONSTRUCT EASTSIDE WATE	631-8-884-376-000	95,435.06
Vendor CITY OF ROSWELL Total:					95,435.06
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	401-2-200-016-000	2,553.41
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	402-2-200-016-000	608.76
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	427-2-200-016-000	88.00
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	431-2-200-016-000	1.25
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	437-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0006576	09/23/2021	COLONIAL LIFE PAYABLE	452-2-200-016-000	144.48
Vendor COLONIAL LIFE & ACCIDENT CO Total:					3,482.51
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2547310	09/09/2021	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
Vendor DEERE CREDIT, INC Total:					3,235.72
Vendor: ECOLAB USA INC					
ECOLAB USA INC	6263425347	09/01/2021	ACCT.#504109395	650-6-684-230-000	1,152.18
Vendor ECOLAB USA INC Total:					1,152.18
Vendor: ELIOR INC					
ELIOR INC	INV2000122007	09/13/2021	ACCT.#C1921000	650-6-684-264-000	46,845.34
Vendor ELIOR INC Total:					46,845.34
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402498813	09/21/2021	ACCT.#926628	402-6-653-291-000	551.10
ERGON ASPHALT EMULSION	9402555587	09/12/2021	ACCT.#926628	402-6-653-290-000	11,576.75
ERGON ASPHALT EMULSION	9402555587	09/12/2021	ACCT.#926628/INV.#940255	402-6-653-290-000	-11,541.79
ERGON ASPHALT EMULSION	9402560273	09/12/2021	ACCT.#926628	402-6-653-290-000	11,541.79
ERGON ASPHALT EMULSION	9402561356	09/19/2021	ACCT.#926628	402-6-653-290-000	11,726.84
ERGON ASPHALT EMULSION	9402561357	09/19/2021	ACCT.#926628	402-6-653-290-000	12,290.79
ERGON ASPHALT EMULSION	9402562116	09/20/2021	ACCT.#926628	402-6-653-290-000	12,738.19
ERGON ASPHALT EMULSION	9402562117	09/20/2021	ACCT.#926628	402-6-653-290-000	10,976.33
ERGON ASPHALT EMULSION	9402563473	09/21/2021	ACCT.#926628	402-6-653-290-000	12,235.49
ERGON ASPHALT EMULSION	9402564194	09/22/2021	ACCT.#926628	402-6-653-290-000	11,375.04

Expense Approval Register

Packet: APPKT01848 - CHECK RUN/09/24/21

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ERGON ASPHALT EMULSION	9402564195	09/22/2021	ACCT.#926628	402-6-653-290-000	12,401.39
Vendor ERGON ASPHALT EMULSIONS INC Total:					95,871.92
Vendor: F&H INVESTMENTS, LLC					
F&H INVESTMENTS, LLC	CC022933	09/23/2021	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,500.00
Vendor F&H INVESTMENTS, LLC Total:					11,500.00
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	9162	09/22/2021	PERMIT #5724	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	9287	09/22/2021	PERMIT #5739	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	9341	09/22/2021	PERMIT #5737	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	9343	09/22/2021	PERMIT #5740	427-6-639-296-000	600.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					2,400.00
Vendor: INDUSTRIAL WATER ENGINEERING, INC					
INDUSTRIAL WATER ENGINE	3981	09/01/2021	MONTHLY WATER TREATME	401-6-691-267-000	1,096.62
INDUSTRIAL WATER ENGINE	3981	09/01/2021	MONTHLY WATER TREATME	401-6-692-267-000	1,096.62
Vendor INDUSTRIAL WATER ENGINEERING, INC Total:					2,193.24
Vendor: ITS/QUEST INC					
ITS/QUEST INC	219034	09/15/2021	COMPANY #22289	402-6-653-104-000	349.81
ITS/QUEST INC	219157	09/15/2021	COMPANY #22289	402-6-653-104-000	349.81
Vendor ITS/QUEST INC Total:					699.62
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0006552	09/20/2021	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006584	09/23/2021	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006585	09/23/2021	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006586	09/23/2021	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006587	09/23/2021	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006588	09/23/2021	TONY SEDILLO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006589	09/23/2021	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006590	09/23/2021	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006591	09/23/2021	Pedro J. Silvas Union Dues	401-2-200-010-000	24.11
IUPA, CHAVES COUNTY SHER	INV0006591	09/23/2021	Pedro J. Silvas Union Dues	431-2-200-010-000	0.89
IUPA, CHAVES COUNTY SHER	INV0006592	09/23/2021	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006593	09/23/2021	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006594	09/23/2021	NICOLAS BERUMEN UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006595	09/23/2021	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006596	09/23/2021	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006597	09/23/2021	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006598	09/23/2021	Miguel Barrientos Union Due	401-2-200-010-000	24.32
IUPA, CHAVES COUNTY SHER	INV0006598	09/23/2021	Miguel Barrientos Union Due	431-2-200-010-000	0.68
IUPA, CHAVES COUNTY SHER	INV0006599	09/23/2021	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006600	09/23/2021	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006601	09/23/2021	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006602	09/23/2021	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006603	09/23/2021	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0006604	09/23/2021	RICARDO DELGADO UNION	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					550.00
Vendor: MASTER CLEAN					
MASTER CLEAN	256576	09/07/2021	COURTHOUSE/MAGISTRATE	401-6-692-267-000	1,736.11
Vendor MASTER CLEAN Total:					1,736.11
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC022916	09/14/2021	ACCT.#115435453-0797988-	401-6-699-341-000	26.74
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-612-341-000	0.58
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-613-341-000	0.39
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-616-341-000	0.39
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-621-341-000	0.58
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-622-341-000	1.47
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-624-341-000	1.78
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-625-341-000	0.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-631-341-000	0.80
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-6-632-341-000	0.52
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-7-721-341-000	5.51
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-7-731-341-000	3.26
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-7-741-341-000	2.36
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	401-7-751-341-000	7.52
NEW MEXICO GAS COMPAN	CC022917	09/14/2021	ACCT.#115435453-1203867-	427-6-638-341-000	0.80
NEW MEXICO GAS COMPAN	CC022918	09/15/2021	ACCT.#077702112-0801146-	402-6-651-341-000	46.71
NEW MEXICO GAS COMPAN	CC022919	09/15/2021	ACCT.#077726812-0801393-	412-8-815-341-000	24.31
NEW MEXICO GAS COMPAN	CC022920	09/14/2021	ACCT.#077991703-0797981-	401-6-691-341-000	29.74
NEW MEXICO GAS COMPAN	CC022921	09/14/2021	ACCT.#077991703-0797983-	401-6-691-341-000	26.74
NEW MEXICO GAS COMPAN	CC022922	09/14/2021	ACCT.#077991703-0804041-	401-6-691-341-000	26.74
NEW MEXICO GAS COMPAN	CC022923	09/15/2021	ACCT.#078156501-0805690-	650-6-684-341-000	1,314.20
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-612-341-000	1.83
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-613-341-000	1.21
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-616-341-000	1.21
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-621-341-000	1.21
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-621-341-000	1.82
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-622-341-000	4.61
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-624-341-000	5.57
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-625-341-000	1.21
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-631-341-000	2.51
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-6-632-341-000	1.62
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-7-721-341-000	17.24
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-7-731-341-000	10.23
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-7-741-341-000	7.40
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	401-7-751-341-000	23.55
NEW MEXICO GAS COMPAN	CC022924	09/14/2021	ACCT.#115435453-1201470-	427-6-638-341-000	2.53
Vendor NEW MEXICO GAS COMPANY INC Total:					1,605.67
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0006580	09/23/2021	NEW YORK LIFE	401-2-200-015-000	394.20
NEW YORK LIFE INSURANCE	INV0006580	09/23/2021	NEW YORK LIFE	402-2-200-015-000	180.00
NEW YORK LIFE INSURANCE	INV0006580	09/23/2021	NEW YORK LIFE	452-2-200-015-000	20.00
Vendor NEW YORK LIFE INSURANCE Total:					594.20
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0006551	09/20/2021	NM Retiree HealthCare Law	401-2-200-020-000	54.00
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	401-2-200-020-000	5,931.25
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,901.20
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	427-2-200-020-000	116.94
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	432-2-200-020-000	156.23
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	435-2-200-020-000	169.15
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	437-2-200-020-000	57.21
NM RETIREE HEALTH CARE A	INV0006582	09/23/2021	NM RETIREE HEALTH CARE P	452-2-200-020-000	441.70
NM RETIREE HEALTH CARE A	INV0006583	09/23/2021	NM Retiree HealthCare Law	401-2-200-020-000	2,653.48
NM RETIREE HEALTH CARE A	INV0006583	09/23/2021	NM Retiree HealthCare Law	431-2-200-020-000	4.78
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,485.94
Vendor: PECOS FENCING, LLC					
PECOS FENCING, LLC	CC022914	09/15/2021	INSTALL BARBED WIRE FENC	452-8-832-260-000	3,007.58
Vendor PECOS FENCING, LLC Total:					3,007.58
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0006562	09/23/2021	LEGAL SHIELD PAYABLE	401-2-200-022-000	113.60
PRE-PAID LEGAL SERVICES IN	INV0006562	09/23/2021	LEGAL SHIELD PAYABLE	402-2-200-022-000	144.50
Vendor PRE-PAID LEGAL SERVICES INC Total:					258.10
Vendor: QWEST CORPORATION					
QWEST CORPORATION	CC022915	09/13/2021	ACCT.#575-347-2145-084B	410-8-816-340-000	65.08
Vendor QWEST CORPORATION Total:					65.08

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SECURUS TECHNOLOGIES					
SECURUS TECHNOLOGIES	213582	09/10/2021	CUSTOMER ID #04536	650-6-684-267-000	8,000.00
Vendor SECURUS TECHNOLOGIES Total:					8,000.00
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC022925	09/14/2021	ACCT.#54-1797003-1	401-6-691-243-000	161.15
SOUTHWESTERN PUBLIC SER	CC022926	09/15/2021	ACCT.#54-3949471-2	650-6-684-341-000	13,903.14
SOUTHWESTERN PUBLIC SER	CC022927	09/16/2021	ACCT.#54-3943737-1	401-6-691-243-000	27.80
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-619-341-000	188.87
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-691-341-000	20.71
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-691-341-000	563.61
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-699-341-000	716.49
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-699-341-000	364.91
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-699-341-000	423.18
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-699-341-000	40.95
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	401-6-699-341-000	143.44
SOUTHWESTERN PUBLIC SER	CC022928	09/14/2021	ACCT.#54-1632663-1	437-6-659-341-000	42.46
SOUTHWESTERN PUBLIC SER	CC022929	09/09/2021	ACCT.#54-3943804-3	401-6-693-341-000	1,524.08
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-612-341-000	107.86
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-613-341-000	107.86
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-616-341-000	107.86
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-621-341-000	215.73
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-621-341-000	107.86
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-622-341-000	409.13
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-624-341-000	494.68
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-625-341-000	107.86
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-631-341-000	223.16
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-6-632-341-000	144.31
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-7-721-341-000	1,531.65
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-7-731-341-000	908.28
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-7-741-341-000	657.59
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	401-7-751-341-000	2,091.79
SOUTHWESTERN PUBLIC SER	CC022930	09/09/2021	ACCT.#54-3943824-7	427-6-638-341-000	223.18
SOUTHWESTERN PUBLIC SER	CC022931	09/16/2021	ACCT.#54-3949421-2	412-8-815-341-000	146.29
SOUTHWESTERN PUBLIC SER	CC022932	09/13/2021	ACCT.#54-7497040-6	408-8-812-341-000	127.57
SOUTHWESTERN PUBLIC SER	CC022932	09/13/2021	ACCT.#54-3943725-7	408-8-812-341-000	136.41
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					25,969.86
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2021-014	09/16/2021	PROFESSIONAL SERVICES	401-6-611-260-000	8,090.63
Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:					8,090.63
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	80701	09/01/2021	JANITORIAL SUPPLIES	401-6-691-230-000	265.56
STARR JANITORIAL INC.	80702	09/01/2021	JANITORIAL SUPPLIES	401-6-691-230-000	26.20
STARR JANITORIAL INC.	81671	09/13/2021	JANITORIAL SUPPLIES	402-6-653-230-000	320.40
STARR JANITORIAL INC.	81682	09/15/2021	JANITORIAL SUPPLIES	650-6-684-230-000	3,213.36
STARR JANITORIAL INC.	81742	09/20/2021	JANITORIAL SUPPLIES	650-6-684-230-000	3,600.00
Vendor STARR JANITORIAL INC. Total:					7,425.52
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0006548	09/20/2021	J.JOHNSON 000088516	401-2-200-018-000	449.54
STATE OF NEW MEXICO	INV0006565	09/23/2021	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0006566	09/23/2021	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0006567	09/23/2021	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0006568	09/23/2021	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0006570	09/23/2021	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0006571	09/23/2021	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0006574	09/23/2021	8954 MATTA	437-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0006577	09/23/2021	000469483-JUAREZ	401-2-200-018-000	228.92
Vendor STATE OF NEW MEXICO Total:					1,511.50
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	CM0000179	09/20/2021	0009107115 99CM7043	401-2-200-018-000	-1.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS CHILD SUPPORT SDU	INV0006549	09/20/2021	0009107115 99CM7043	401-2-200-018-000	68.03
TEXAS CHILD SUPPORT SDU	INV0006569	09/23/2021	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0006572	09/23/2021	0013476687-SILVA	401-2-200-018-000	203.08
TEXAS CHILD SUPPORT SDU	INV0006575	09/23/2021	0009646845 MATTA,RAY	437-2-200-011-000	189.98
Vendor TEXAS CHILD SUPPORT SDU Total:					787.32
Vendor: TRANSWORLD SYSTEMS, INC					
TRANSWORLD SYSTEMS, INC	INV0006605	09/23/2021	95003979-EDGV1	401-2-200-011-000	147.94
Vendor TRANSWORLD SYSTEMS, INC Total:					147.94
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0006560	09/23/2021	UNITED WAY PAYABLE	401-2-200-010-000	89.22
UNITED WAY OF CHAVES CO	INV0006560	09/23/2021	UNITED WAY PAYABLE	402-2-200-010-000	30.00
UNITED WAY OF CHAVES CO	INV0006560	09/23/2021	UNITED WAY PAYABLE	435-2-200-010-000	1.00
UNITED WAY OF CHAVES CO	INV0006560	09/23/2021	UNITED WAY PAYABLE	452-2-200-010-000	10.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					130.22
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	OS000002547969	09/01/2021	CUSTOMER ID #CHAV004	401-6-619-267-000	1,035.10
Vendor VERIZON CONNECT NWF INC. Total:					1,035.10
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	30050847	09/06/2021	ACCT.#015-1458791-000	620-7-725-251-000	185.99
VISUAL EDGE, INC	30132339	09/20/2021	ACCT.#016-1560570-000	452-8-832-251-000	249.73
VISUAL EDGE, INC	30142115	09/21/2021	ACCT.#016-1539862-000	670-6-671-375-000	174.71
Vendor VISUAL EDGE, INC Total:					610.43
Vendor: WAIDE CONSTRUCTION INC.					
WAIDE CONSTRUCTION INC.	6-	09/01/2021	PROJECT #18-C-NR-I-01-G-18	635-6-682-371-200	161,569.02
Vendor WAIDE CONSTRUCTION INC. Total:					161,569.02
Grand Total:					524,198.00

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	50,867.11
402 - ROAD FUND	103,367.59
408 - EAST GRAND PLAINS VOLFIRE	263.98
410 - MIDWAY VOLUNTEER FIRE FND	65.08
412 - SIERRA VOLUNTEER FIRE FND	170.60
427 - INDIGENT HOSPITAL CLAIMS	2,831.45
431 - PUBLIC SAFETY GRANT	7.60
432 - DWI GRANT FUNDS	217.63
435 - CORRECTION GRANTS	170.15
437 - ENVIRONMENTAL TAX	453.32
452 - FLOOD CONTROL	18,890.49
620 - CLERK RECORDING & FILING	185.99
631 - OTHER GRANTS & CONTRACTS	95,435.06
635 - EMERGENCY/CAPITAL OUTLAY	173,069.02 ✓
650 - DETENTION CONSTRUCTION PJ	78,028.22
670 - INTERNAL SERVICES	174.71
Grand Total:	524,198.00

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	637.65
401-2-200-011-000	MISCELLANEOUS PAYABL	147.94
401-2-200-015-000	NEW YORK LIFE INSURA	394.20
401-2-200-016-000	GLOBE LIFE PAYABLE	2,553.41
401-2-200-018-000	CHILD ENFORCEMENT P	1,918.57
401-2-200-020-000	RETIREE H/C PAYABLE	8,638.73
401-2-200-022-000	PRE-PAID LEGAL PAYABL	113.60
401-6-611-260-000	PROFESSIONAL SERVICE	8,090.63
401-6-612-341-000	UTILITIES	110.27
401-6-613-341-000	UTILITIES	109.46
401-6-616-341-000	UTILITIES	109.46
401-6-619-267-000	CONTRACTUAL SERVICES	1,035.10
401-6-619-341-000	UTILITIES	188.87
401-6-621-341-000	UTILITIES	327.59
401-6-622-341-000	UTILITIES	415.21
401-6-624-341-000	UTILITIES	502.03
401-6-625-341-000	UTILITIES	109.46
401-6-631-341-000	UTILITIES	226.47
401-6-632-341-000	UTILITIES	146.45
401-6-645-268-000	CARE OF PRISONER SER	11,508.24
401-6-691-230-000	SUPPLIES/TOOLS	291.76
401-6-691-243-000	HIGHWAY LIGHTS	188.95
401-6-691-267-000	CONTRACTUAL SERVICES	1,096.62
401-6-691-341-000	UTILITIES	667.54
401-6-692-267-000	CONTRACTUAL SERVICES	2,832.73
401-6-693-341-000	UTILITIES	1,524.08
401-6-699-341-000	UTILITIES	1,715.71
401-7-721-341-000	UTILITIES	1,554.40
401-7-731-341-000	UTILITIES	921.77
401-7-741-341-000	UTILITIES	667.35
401-7-751-341-000	UTILITIES	2,122.86
402-2-200-010-000	UNITED WAY PAYABLE	30.00
402-2-200-015-000	NEW YORK LIFE INSURA	180.00
402-2-200-016-000	GLOBE LIFE PAYABLE	608.76
402-2-200-018-000	CHILD ENFORCEMENT P	301.81
402-2-200-020-000	RETIREE H/C PAYABLE	1,901.20
402-2-200-022-000	PRE-PAID LEGAL PAYABL	144.50
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	46.71

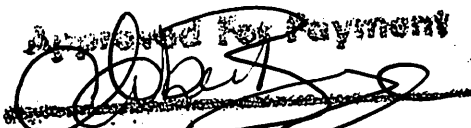
Account Summary

Account Number	Account Name	Expense Amount
402-6-653-104-000	TEMPORARY SALARIES	699.62
402-6-653-230-000	SUPPLIES/TOOLS	320.40
402-6-653-251-000	RENTALS	3,235.72
402-6-653-290-000	PAVING PROJECTS-COOP	95,320.82
402-6-653-291-000	ROAD PROJECTS-OTHER	551.10
408-8-812-341-000	UTILITIES	263.98
410-8-816-340-000	TELEPHONE	65.08
412-8-815-341-000	UTILITIES	170.60
427-2-200-016-000	GLOBE LIFE PAYABLE	88.00
427-2-200-020-000	RETIREE H/C PAYABLE	116.94
427-6-638-341-000	UTILITIES	226.51
427-6-639-296-000	INDIGENT BURIAL	2,400.00
431-2-200-010-000	UNITED WAY PAYABLE	1.57
431-2-200-016-000	GLOBE LIFE PAYABLE	1.25
431-2-200-020-000	RETIREE H/C PAYABLE	4.78
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	156.23
435-2-200-010-000	UNITED WAY PAYABLE	1.00
435-2-200-020-000	RETIREE H/C PAYABLE	169.15
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	57.21
437-6-659-341-000	UTILITIES	42.46
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	144.48
452-2-200-020-000	RETIREE H/C PAYABLE	441.70
452-8-832-223-000	VEHICLE FUELS	3,297.05
452-8-832-251-000	RENTALS	249.73
452-8-832-260-000	PROFESSIONAL SERVICE	3,007.58
452-8-832-341-000	UTILITIES	2,300.00
452-8-832-375-000	LEASE PURCHASE	9,419.95
620-7-725-251-000	RENTALS	185.99
631-8-884-376-000	LAND/BUILDING - COUN	95,435.06
635-6-682-371-200	EQUIP/MACHINERY	161,569.02
635-6-682-375-000	LEASE PURCHASES	11,500.00
650-6-684-230-000	SUPPLIES/TOOLS	7,965.54
650-6-684-264-000	FEEDING OF PRISONERS	46,845.34
650-6-684-267-000	CONTRACTUAL SERVICES	8,000.00
650-6-684-341-000	UTILITIES	15,217.34
670-6-671-375-000	LEASE PURCHASE PAYME	174.71
	Grand Total:	524,198.00

Project Account Summary

Project Account Key	Expense Amount
None	524,198.00
Grand Total:	524,198.00

Approved For Payment



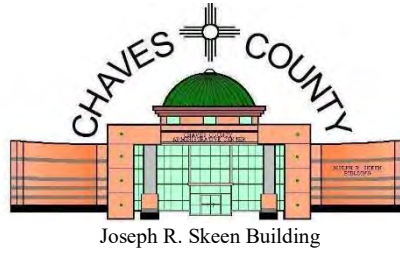
FINANCE DEPARTMENT

P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6620
Fax 575-624-6576
e-mail

anabel.barraza@chavescounty.gov

Chief Financial Officer

Anabel Barraza



COMMISSIONERS

Dara Dana · District 1
T Calder Ezzell Jr · District 2
Jeff Bilberry · District 3
Richard 'Dick' Taylor · District 4
William Cavin · District 5

County Manager

William B. Williams

LOCAL BUDGET ADJUSTMENT

September 2021

Account	Description	Amount
401-6-699-257-000	Facility Maintenance Repair	2,000.00
401-6-691-257-000	Facility Maintenance Repair	(2,000.00)
401-7-731-225-000	Per Diem Expense	(3,500.00)
401-7-731-231-000	Non-Expedable Supplies	3,500.00
401-7-721-339-000	Postage/Freight	(1,000.00)
401-7-721-221-000	Veh/Equip Repair	1,000.00
430-7-753-224-000	Employee Training	(6,000.00)
430-7-753-230-000	Expendable Supplies	6,000.00
430-7-753-225-000	Per Diem Expense	(8,200.00)
430-7-753-230-000	Expendable Supplies	8,200.00
430-7-753-231-000	Non-Expedable Supplies	(14,000.00)
430-7-753-230-000	Expendable Supplies	14,000.00
401-6-696-257-000	Facility Maintenance Repair	(26,811.00)
401-6-696-256-000	Facility Improvement Projects	26,811.00

September 2021 P-Card Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$1,463.25
401-6-612 Total	County Manager	\$413.10
401-6-613 Total	Human Resources	\$2,113.61
401-6-614 Total	Safety	\$930.24
401-6-616 Total	Fire & Emergency Services	\$164.63
401-6-619 Total	Working Capital	\$1,032.35
401-6-621 Total	Public Works	\$1,035.03
401-6-622 Total	Information Technology	\$39,780.78
401-6-624 Total	Planning & Zoning	\$955.62
401-6-625 Total	Purchasing	\$634.62
401-6-631 Total	Finance Dept	\$340.89
401-6-632 Total	Community Development	\$204.96
401-6-641 Total	Detention Administration	\$1,184.75
401-6-642 Total	Adult Detention	\$4,837.95
401-6-645 Total	Juvenile CCJD	\$813.12
401-6-691 Total	Facility Maintenance	\$6,282.21
401-6-692 Total	Courthouse Maintenance	\$4,763.60
401-6-693 Total	Facility Maintenance. Health Dept.	\$575.55
401-6-696 Total	Operating Exp - CCDC	\$3,804.51
401-6-699 Total	St. Mary Complex	\$1,440.74
401-7-721 Total	Clerk Admin	\$2,373.68
401-7-722 Total	Clerk Bureau Elec.	\$241.66
401-7-731 Total	Assessor Admin	\$1,698.75
401-7-732 Total	Assessor Appraisal	\$142.47
401-7-741 Total	Treasurer Dept.	\$2,247.13
401-7-751 Total	Sheriff Admin	\$11,353.44
401-7-752 Total	Sheriff Patrol & Investigation	\$9,839.33
402-6-651 Total	Road Admin	\$1,863.22
402-6-652 Total	Road Shop	\$9,980.56
402-6-653 Total	Road Construction & Maintenance	\$15,151.96
402-6-654 Total	Road Vector Control	\$9.73
407-8-811 Total	Dunken FD	\$348.24
408-8-812 Total	East Grand Plains FD	\$598.87
409-8-813 Total	Penasco FD	\$1,006.06
410-8-816 Total	Midway FD	\$1,457.11
411-8-814 Total	Berrendo FD	\$2,888.86
412-8-815 Total	Sierra FD	\$1,240.21
413-8-818 Total	Rio Felix FD	\$653.25
414-8-819 Total	Fire District #8	\$260.07
427-6-638 Total	Indigent	\$616.51
432-7-761 Total	DWI	\$1,868.34
452-8-832 Total	Flood Dept.	\$10,238.99

620-7-725 Total	Clerk	\$2,120.99
628-7-733 Total	Assessor	\$69.42
631-8-872 Total	Other Grant's & Contracts	\$5,580.20
631-8-886 Total	Other Grant's & Contracts	\$5,116.11
650-6-684 Total	CCDC Construction Fund	\$6,723.72
670-6-671 Total	Internal Services	\$4,060.68
Grand Total		\$172,521.07

COUNTY CLERK

Cindy Fuller

PO Box 580

Roswell, NM 88202

575-624-6614

FAX 575-624-6523

cindy.fuller@chavescounty.gov

**COMMISSIONERS**

Dara Dana > District 1
 T. Calder Ezzell Jr. > District 2
 Jeff Bilberry > District 3
 Richard Taylor > District 4
 William E. Cavin > District 5

Chaves County Clerk***Summary Report******09/01/2021-09/30/2021***

CLERK FEES (EQUIPMENT)	\$ 5,579.00
GEN CLERK'S FEES	\$ 17,322.00
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 645.00
PROBATE	\$ 800.05
PHOTOCOPIES.....	\$ 366.05
GOVT GROSS RECEIPTS TAX	\$ 134.85

TOTAL AMOUNT: \$24,846.95**TOTAL DOCUMENTS FILED 892****NEW MARRIAGE LICENSES 43****NEW PROBATES 19****NEW SURVEYS 6****NEW PLATS 3****VOTER CHANGES 149****NEW REGISTRANTS 88****REPUBLICANS 17229****DEMOCRATS 9328****LIBERTARIANS 312****OTHER 7714**

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report
September 2021

Total Number of Arrests: 52
Adult: 52
Juvenile: 0

Total Number of DWI's: 8

Total Number of Arrest Citations: 8
Adult: 0
Juvenile: 8

Total Number of Non-Traffic Citations: 0
Total Number of Traffic Citations: 99
Total Number of Warning Traffic Citations: 13

Total Number of Accident Reports: 22

CCSO Mileage Report
September 2021

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	McNamee, Angela	158,458	159,196	738
901	2016	Ford	F-250 Crew Cab	Spare	134,268	134,268	0
902	2009	Ford	F-150	Spare	195,328	195,328	0
903	2014	Ford	F-150	Serna, Jimmy	112,793	114,466	1673
905	2017	Ford	F-150	Hohle, Doug	78,275	78,850	575
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Martinez, Joshua	153,879	154,404	525
909	2019	Ford	F-150	Hite, Laura	37,601	38,695	1094
910	2014	Ford	F-150 4x4	Thompson, Justin	104,565	105,090	525
911	2016	Ford	Expedition 4x4	Spare	104,580	104,580	0
913	2016	Ford	Expedition 4x4	Parmer, Jeremy	80,260	80,623	363
914	2018	Ford	Taurus	Smothermon, Cody	65,499	65,876	377
915	2008	Dodge	Charger	Hardy, Travis	104,530	104,775	245
916	2018	Ford	Explorer	Beagles-Clar, Amanda	75,552	77,791	2239
917	2018	Ford	Explorer	Lueras, Ben	77,665	79,705	2040
918	2006	Ford	Van	Transport-Not in service	121,454	121,454	0
919	2009	Ford	Crown Victoria	Spare	128,383	128,383	0
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91,880	91,880	0
922	2018	Ford	Explorer	Kennard, Gauge K-9 Cage	46,448	48,800	2352
923	2005	Ford	F-150	Spare-CID	118,280	118,280	0
924	2008	Ford	Crown Victoria	Spare	128,335	128,335	0
925	2018	Ford	Explorer	Wrecked	58,652	58,652	0
928	2010	Dodge	Van	Transport-County Yard	158,931	158,931	0
929	2013	Ford	Explorer	Sanchez, Jacob	78,884	79,256	372
930	2014	Ford	Taurus	Perez, Agustin	59,305	59,667	362
931	2008	Ford	Crown Victoria	Spare	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	69,975	70,846	871
934	2017	Ford	Explorer	Conklin, Benjaman	120,433	121,656	1223
935	2017	Ford	Explorer	Delgado, Ricardo	102,304	103,451	1147
937	2015	Chevy	Caprice	Spare	98,286	98,286	0
939	2015	Chevy	Caprice	Spare	95,457	95,457	0
940	2010	Ford	F-150	Serrano, Agustin	171,421	173,102	1681
941	2014	Ford	Taurus	Spare	114,598	114,598	0
942	2008	Chevy	Caprice	Spare	117,428	117,428	0
943	2014	Ford	Taurus	Spare	103,151	103,151	0
944	2014	Ford	Taurus	Spare	109,239	109,239	0
945	2014	Ford	Taurus	Spare	137,310	137,310	0
946	2014	Ford	Taurus	Spare	131119	131119	0
947	2013	Chevy	Tahoe	Burned Unit-County Yard	66,287	66,287	0
948	2011	Ford	Crown Victoria	Spare	128,256	128,256	0
951	2010	Ford	Crown Victoria	McDaniel, Dallas	100,999	101,290	291
952	2010	Ford	Expedition	Spare	140,599	140,599	0
953	2010	Ford	Expedition	Wrecked	128,040	128,040	0
955	2013	Ford	Focus	CID Spare-Civilian	96,058	96,058	0
956	2014	Ford	Taurus	Padilla, Olivia	133,635	134,106	471
957	2014	Ford	Taurus	Broesamle, Chris	136,401	136,830	429
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	22,724	22,740	16
962	2015	Dodge	Caravan	Transport	139,072	142,783	3711
966	2020	Ford	F-150	Ray, Mike	6,159	6,566	407
967	2019	Ford	F-150	Drake, Charles	21,134	22,258	1,124
968	2019	Ford	F-150	Herrington, Mike	7,177	7,746	569
969	2019	Ford	F-150	Yslas, Charles	14,598	16,110	1,512
970	2019	Ford	F-150	Mason, James	10,120	11,090	970
971	2019	Ford	F-150	Shannon, Mike	15,664	16,777	1,113
977	2019	Ford	F-150	Silvas, Pedro	51,803	53,097	1294
978	2019	Ford	F-150	Ramos, Raul	34,023	36,464	2441
979	2020	Ford	F-150	Barrientos, Miguel	30,438	32,807	2,369
980	2020	Ford	F-150	Sedillo, Tony	23,007	24,531	1524
981	2020	Ford	F-150	Hendrix, Scott	39,300	42,540	3240
982	2020	Ford	F-150	Whitzel, David	21,028	22,629	1,601
983	2020	Ford	F-150	Salas, Andres	27,529	30,517	2,988
985	2020	Dodge	Caravan	Transport	7,180	7,180	0
989	2011	Chevy	Tahoe	Sanchez, Kim	124,472	126,776	2,304
994	2020	Ford	F-150	Nava, Isaac	22,756	25,355	2,599
995	2020	Ford	F-150	Cassidy, Maria	21,150	22,802	1,652
996	2020	Ford	F-150	Cobos, Isaac	25,189	27,242	2,053
997	2020	Ford	F-150	McKelvey, Joshua	17,100	18,557	1,457
998	2007	Ford	Fusion	Bell, Sarah	28,609	29,036	427
999		Ford	F-550 Diesel	Crime Scene Truck	214,877	214,877	0
						TOTAL:	54964

****Spare maybe in use due to Assigned Units in the Shop for repairs**

President's Report October 2021

- Business Recruitment and Attraction
 - Aevex Aerospace held a second site visit and meetings with a Florida Aerospace company who specializes in commercial and military aviation industries here. That company is conducting due diligence to consider expanding at the RAC. Another company is potentially involved in possible partnerships with them.
 - Cattleman's Pride, a beef processing company purchased the former Natures Dairy on South Main Street. We have been assisting in possible Local Economic Development Act Funding (LEDA) from the state Economic Development Department, and possible Job Training Incentive (JTIP) training funds. Application have been prepared, submitted, and awaiting the state's economic analysis for possible funding award.
 - Meeting to discuss updates to the Ascent Aviation project. Their financing is set and have selected a local contractor for the horizontal groundwork. The state is preparing the draft Project Participation Agreement, while the city has executed the lease for the area at the Air Center. Local contractor has developed approved site plans for the facility with Ascent. Next step is Armstrong Consulting to complete engineering proposal so the city can bid the horizontal construction.

- Business Retention and Expansion
 - We are still in the process of assisting Pecos Valley Production with LEDA and JTIP applications as their business grows. Applications have been submitted and awaiting state to conduct their analysis and identify funding awards.
 - Held second Job Fair on September 14, 2021. 46 businesses attended, about 140 job seekers. We partnered with the City and NM Department of Workforce Solutions and are planning a November 4th event. Assisted Ascent Aviation Services recruiters in developing hiring strategies for their company's expansion here. They are planning on a January 2022 start date.
 - Assisted local developer with information and meetings to discuss Industrial Revenue Bonds and Property Assessed Clean Energy (PACE) programs for his commercial buildings.
 - Began work on creating a business micro-loan program, with initial funding from the City of Roswell. Low interest business loans may be used for infrastructure and renovation needs. One business is already interested in applying.

- Workforce Development

- Attended meetings with Roswell Independent School District and the Southern Regional Education Board to continue steer Career Technical Education programs. Discussed were career exploration and inventory of students as early as the 6th grade level, building curriculum to support those career interests, and link community industry partners with the students. A spring Industry Day is being planned for students in the 11-12 grade level.
- Meet with Chuck Boyd of the Southern Regional Education Board and discussed strategic efforts for the RISD CTE program. He suggested that I provide a presentation at their annual conference next summer that encompasses school districts from around the country.
- Meet with Hagerman ISD Superintendent and others to develop their CTE programs, to include a new early college high school/vocational with agriculture business and other programs.

- Advocacy

- Met with Mr. Jeremy Lewis, NM State Land Office, Department Director of Renewable Energy and discussed possible opportunities for Chaves County especially in the synthetic gas and bio-mass industries.
- Attended the city's Legal Committee meeting and provided support for the purchase of a Rubb building for the Air Center. The new building is heavily discounted and available at half its normal cost. The committee voted to send their positive recommendation to the City Council's meeting on October 14, 2021.
- Continuing the bi-weekly meetings with Roswell City Community Development Director to discuss local issues and project support. Of high interest is providing a clear picture of all city land and properties so the EDC could better market and inform prospective clients of their availability in new projects.
- New board member/Trustee for Eastern NM Medical Center, and attended first meeting this month.
- Have been invited to be a board member of the state's Eastern Area Workforce Development Board.
- Attended the monthly Chaves County Commission, City of Roswell Council, and Roswell City Airport Advisory Commission meetings.

**Project Manager's Report
October 2021**

- Workforce Development
 - We partnered with the Department of Workforce Solutions and the City of Roswell to host another job fair. The job fair was on September 14th at the Roswell Convention Center from 10 AM to 5 PM.
 - A total of 47 businesses participated in the job fair.
 - Combined, the 47 businesses had over 150 different positions available that they were hiring for.
 - We had 150 people show up the job fair.
 - 18 positions were filled as of now.
 - We are still reaching out to businesses to see if they have been able to hire more employees. Many of them are still conducting interviews & hiring candidates they met at the job fair.
 - Workforce Solutions talked to businesses and people who went to the job fair. They informed them on the resources they have available for those who are looking for employees and those who are looking for employment.
 - There were interview tables available. There were also laptops available provided by the Department of Workforce Solutions for people who may need to apply online for positions.
 - Met with Ascent Aviation recruiters. Discussed their plans and we provided them information they were needing on our community. We took the two recruiters to the ENMU-R Aviation Maintenance Technology Facility. They had the opportunity to tour the facility as well as talk to the students. Ascent plans to start hiring for some positions in January.
- Business Retention & Expansion
 - Provided information to one of our members on our Façade Grant Program as well as on JTIP. They are expanding and will be needing to train new employees. They are in the process of moving location and are remodeling their new facility.
 - Had a meeting with the old Glover's building owners. Discussed potential uses for the building. They are undecided on what they will be doing on the building but are wanting to put the building to use.

- Business Attraction
 - I prepared an ad for Business Facilities Magazine. The ad was in the July/August 'Rankings' issue. The 17th annual ranking report issue where NM Is ranked #7 in electricity from wind power and #10 in customize training. Business Facilities is a reliable media source for Roswell Chaves County's target-market efforts to site-selectors. The magazine will be sent to site selectors via print, digital, online platforms. We did have some site selectors show interest in Roswell (soft leads). I was given their contact information and provided them information on Roswell-Chaves County.

- Attended a webinar on Aircraft Maintenance Technician Training in a Post Pandemic World. The webinar was based on CAE and their virtual training. CAE Inc. is a Canadian manufacturer of simulation technologies, modelling technologies and training services to airlines, aircraft manufacturers, healthcare specialists, and defense customers.
 - 607,000 aircraft technicians needed around the world in the next 20 years.
 - 123,000 in North America.
 - CAE offers flexible aviation maintenance training solutions such as Live Remote Training (LRT). CAE virtual classrooms allow maintenance technicians to train from their hangar
 - Live Remote Training showed virtually no drop in academic achievement. Average course grade for in-class 2019-2020 was 94.1% and for Live Remote Training 2020-2021 94.4%.
 - Live Remote Training is here to stay. There will be an increase in engagement through technology such as virtual reality, hybrid classrooms, 3D mockup & virtual walkaround

- Assisting ENMU-R with Connecting Minority Communities Pilot Program Grant. The purpose of the grant is to provide subsidized broadband access and equipment to qualified low-income/in-need students and communities. With the grant money they will purchase tablets and hotspots for the lower valley communities to have access to. They will also offer some basic computer literacy course in English and Spanish. Other courses will be offered on how to use Office programs and possibly QuickBooks. There will be locations with these resources in Lake Arthur, Hagerman, Dexter, Midway, and Roswell.

- Attended Public UFO Planning meeting. Discussed last year's UFO festival, the good and bad of the event to prepare for next year's event. UFO Festival 2022 will be the 75th anniversary. Meetings will be held to discuss planning for the event.

- Mainstreet Roswell held their annual Chile Cheese Festival. The festival was held on September 24th- 25th. We assisted them with setting up their booth in front of the courthouse and gave out information. There were vendors and activities available for the community.

- Attended several other meetings & webinars:
 - Main Street Roswell Board Meeting
 - ENMU-R Community Advisory Council

- Continuing to update and maintain EDC website as well as posting information on Facebook. There was a total of 413 sessions and 377 users on our website this month. We got 50 new followers on our Facebook page, reached 13,855 people and had 1,458 engagements on our posts.

Local Projects

- **“Cattleman’s,”** is a meat processing project. An individual has purchased the old Nature’s Dairy building and is where he and his partners plan to proceed with their project. We provided them assistance with incentives they may be eligible for.
- “Club”, is a highly confidential project. Approximately 20 to 25 new jobs will be created during start-up with additional jobs projected once production increases. This project will have an impact of nearly \$1.5 million in investment. Company is seeking to purchase an existing facility in the city.
- “Gold”, an existing business seeking to expand its footprint with land purchase and building for a 100,000 SF warehouse and distribution facility. Will bring back a few jobs lost to surrounding communities. Seeking possible incentives package. In coordination with Excel Energy, provided an economic package to support facility construction. Testified at Roswell City Council meeting May to attain liquor license for new property. Measure approved 8-2. Company is moving forward with relocation and have purchased their building. **Update: They have begun dirt work on the property located on Brasher.**
- “Med”, an expansion project of an existing agri-business in Chaves County and is in progress. Conducted incentives analysis and are scheduled for a tour of existing facility. Toured the facility and are in the process of assisting with the NM state incentive for Job Training Incentive Program. Company is expanding significantly in Chaves County and have broken ground on a new production facility. Attended a meeting to discuss JTIP program opportunities for them. Attended another meeting with them and JTIP program staff to introduce them and get them started on the application process. **Update: Company has started their expansion. They are working on the business plan for the next phase, and they will begin working on their JTIP application soon.**
- **“Motor”, (new)** is a local individual who wants to manufacturer aircraft engine stands. This project would support our local MRO companies as well as other companies all over. He has the land for the project and was referred to the SBDC to help with a business plan. We are assisting him with potential incentives for the project.
- “RAC”, is an expansion project Arizona-based Ascent Aviation Services is planning to expand with an operations hub in Roswell, New Mexico. The company is set to hire 130 employees in the first

year, for a total of 360 over the next five years. Workers are expected to earn an average salary of \$54,000 a year. **Update: Ascent Aviation is working with one of our members, Rubb Building Systems. Rubb will be building the hangar for Ascent, the contract executed between them both. Armstrong Engineering and Xcel Energy are also working with Ascent and Rubb on the project**

- “Refuge”, a medical project in preliminary discussions requiring considerable capital investment. We provided available incentives, land and building options and even located a potential investor, company is preparing necessary documentation and narrowing site locations. A site visit was conducted with their investor group and architecture company. **Update: Company is working on financing options for the project.**
- “South”, a water conservative agriculture project seeking for land in Chaves County. Assisted the company with finding a location for their project, provided potential location for the project. **Update: They are progressing and are moving forward on 2 New Mexico acquisitions for 2022 expansion. Those rollouts and results will dictate next steps here in Chaves County.**
- “Steel”, is a manufacturing, assembly, and distribution start-up company. They are securing financing and seeking land and building availability. Business Plans, financial information and other documents have been reviewed and company is eligible for state incentives. **Update: Currently working on product samples, getting close to finishing the product sample.**

PROs from NM Partnership

- “Andes”, is an aerospace manufacturer from South America. The company estimates hiring approximately 120 workers within the first year. Looking for an existing building/hangar of 20,000- 50,000 sq feet. They plan to be operating by early 2021. **Awaiting results from our location proposal.**
- “Arc”, an outdoor recreation manufacturing operation. They are relocating their headquarters and manufacturing operations. Currently have 190 employees and will grow to 300 over 3-5 years. Average salary is \$40K plus benefits (health, 401K). **Awaiting results from our proposal. No update.**
- “Bumblebee”, data center project that provides processing and other similar energy intensive technology applications. They are considering greenfield sites, brownfield sites, existing buildings, and/or a combination for the site(s) selected. **Awaiting results from our proposal. No update.**
- “Cali”, a California Manufacturing and Distribution Company that is s looking for a new location to relocate and expand existing operations. They would hire 90+ employees and have a capital investment of \$500,000 -2,000,000. **Awaiting results from our proposal. No update.**
- “DAF”, a company that is considering New Mexico for an anaerobic digester - renewable natural gas project. They are in the first phase of evaluating New Mexico and would like to understand the potential "feedstock" needed for their process. If sufficient resources can be identified, they will move on to the next phase, which includes building a \$30-50 million facility, with 15-30 permanent jobs and 50-100 construction jobs. **Awaiting results from our proposal.**

- “Envision”, a company that is moving its data center/ cryptocurrency project from China to the U.S. Recent policy changes in China have prohibited block chain processors from operating in China. They are now looking to relocate to other countries, including the U.S. Project Envision which includes a US joint venture partner and has existing operations of about 100MW that they would like to relocate to the U.S. in phases over the next year. **Awaiting results from our proposal.**
- “Falcon”, is a paper-based manufacturing company. They are interested in Greenfield or Brownfield sites and plan to expand in the future. Workforce and logistics are critical deciding factors for this project. This new manufacturing facility is expected to require investments nearing \$400 million and create 200 permanent hourly and salaried jobs. **Awaiting results from our site proposals.**
- “Icarus”, the NM Partnership is working with a consultant representing a large-scale aerospace & defense related design and manufacturing facility. This initial phase of the search is intended to find facilities that could meet the requirements. **Awaiting results from our site proposals.**
- “Independence”, an Advanced Materials (Clean Energy Battery Technology) Manufacturing Project analyzing several U.S. States to identify and establish a new manufacturing, engineering, R&D, and management operation. This project represents a major investment in a new advanced manufacturing/R&D center of excellence employing scientific, engineering, and production professionals. Independence will construct a manufacturing facility capable of producing a proprietary anode material used in Li-ion batteries for consumer electronics, cellular phones, and electric vehicles. **Awaiting results from our site proposals.**
- “Jane” is an aircraft manufacturing project. They are considering existing structures and greenfield sites for a class A industrial shell building of 350,000 – 500,000 SF, expandable to 3,000,000 SF for potential future ventures. The project will create 906 primarily manufacturing jobs and the site will be used to develop and manufacture electric vertical takeoff and landing (eVTOL) aircraft for use in Urban Air Mobility. **Awaiting results from our site proposals.**
- “Moon” is an aerospace/satellite company that is searching for a location to site their headquarters and light manufacturing operations. One key deciding factor is proximity to aerospace equipment testing facilities, areas and their capabilities (within 2 hours of the location). They plan to invest \$40M in cap ex (with \$8M of that being towards equipment) and hire 60+ employees over 3-4 years. **The company is on a quick timeline and plans to make their decision and sign a lease within 30-90 days.**

- “Natural”, a 500 plus acre site requirement to create 80-100 jobs. Project still semi-active but has slowed due to the pandemic. **No update.**
- “Petal”, is a project with a well-established tele-health, bio-tech company that offers medicated assisted addiction recovery support via tele-medicine. They are looking to expand into four more states including New Mexico within the next few months. They are only looking for co-working/shared office space and understanding the local healthcare ecosystem. We sent information on office space for their consideration. **Awaiting results from our proposal.**
- “Quick Charge”, manufacturer of charging systems for electrical vehicles seeking site for new manufacturing facility. It would create 100 to 200 new jobs. The company designs, manufactures and distributes innovative charging systems to support sustainable transport. Aim is to accelerate the change into a more sustainable way of transportation by providing a comprehensive and effective solution for the charging issues among electric vehicles. They are focused on helping the Electric Vehicle industry by attempting to make electric and plug in hybrid cars a more attractive alternative to traditional cars. 200 jobs. This project was provided by GSLI, Global Site Location Industries. GSLI is a full-service economic development consulting firm. **Update: They have picked a location in Texas for this project.**
- “Sink”, a well-established Polish granite sink manufacturer. They are wanting to expand their products into the US/North American markets. In order to supply the US markets, they will need a US production location. Prior to selecting a production location, Project Sink would like to find a local partner to assist them in entering into the US market. They are interested in manufacturers and distributors who sell/make sinks, shower trays and/or other bathroom fixtures. They are open to working with small or large companies if there is capacity and willingness to expand operations as needed. At this time, Project Sink is only asking us to identify companies that are open to exploring this partnership opportunity. The production location decision will be strongly influenced by the potential partnership opportunity. I reached out to our members to see if anyone was interested or knew of someone who might be interested in this partnership. **Awaiting results from our proposal.**
- “Space Construction”, an aerospace manufacturer project. Specifically requested only a few communities, Roswell being one of them. Their product will be picked up by aircraft and thus are looking for sites with access to a runway to establish their manufacturing facility. They are looking for an existing facility of 100K+ SF or BTS options on sites of 15-20 acres. **Awaiting results from our proposal.**
- “Sun House”, a hydroponic greenhouse to create about 100 jobs. They have not narrowed down any locations yet because they are focused on their two expansions in Canada first, which will take the rest of the year. And then in Jan. 2021 is when they will start looking at their US expansion plans again. They have a lot of seasonal migrant farm workers and the Covid testing/restrictions really took a lot of their focus. **No update.**

- **“Swiss”, (new)**, is a Swiss company that is doing a North American expansion of their solar PV manufacturing capabilities. The key site selection factor for this project was an existing facility. Minimum of 180KSF but looking for 200K SF with room to expand. Project will hire up to 300 employees in year 1 hiring (2022) will be 80-90. **Awaiting results from our proposal.**
- **“UHT”**, an ultra-high temperature pasteurized, shelf stable aseptic beverages manufacturing, processing and packaging facility. Looking for a 100K SF Existing Building or 100K SF BTS Building (at least 10 acres). Important factors in the site selection for this project are speed to market, distance to main highways and ease of access via multimodal methods, cost of potable water, power, gas, and other utilities, water and fluid disposal networks, local property taxes, public support for personnel training, availability of trained workforce, and linkages with academia and training institutions. Cap Ex: \$30 million (includes investment in additional production equipment and cost of operations over 5 years). **Submissions were due February 10th and by the end of March a decision is anticipated.**

Business Development Manager's Report October 2021

- Continuing to conduct Business Retention and Expansion visits and calls. I contacted a total of 42 businesses for the month of September. Most of our local business are needing to hire employees and having to continuing to reduce hours of operations.
- Helped Organize and attend Community Job Fair. I contacted businesses to promote the job Fair. I called, emailed, and dropped off flyers throughout our community to let employers and job seekers know of the event. Set up tables and chairs for the event.
 - The Department of Workforce Solutions partnered with us. They had a resource table at our job fair to assist job seekers and employers with their needs.
 - I have been calling following up with the businesses that had booths at our job fair most businesses were disappointed on attendance and applicants.
- Worked on a spreadsheet with the top employers in Roswell Chaves County for the County comprehensive annual report for the fiscal year 2021.
- Took Ascent Aviation's human resource personal to ENMU-R to tour the Aviation Maintenance Technology facility. They were able to speak to students and instructors on plans and employments opportunities.
- Helped Main Street Roswell set up for the Chile Cheese Festival. The event consists of music, food and family fun.
- Started Leadership Roswell Program 2022
 - Attended the Reception that was held at the Liberty on Tuesday, September 7th at 6:00 p.m. We had the opportunity to network and get to know each other.
 - We begin with an orientation of the program learning about our City from our Mayor, a City Councilor, and our City Manager. We then went to the Historical Society for Southeastern New Mexico and discussed priorities and heroes. We finished the day by learning about the history of Roswell and with a tour of the Historical Society.

- We had 3 new members for the month of September:
 - CAVU \$1,000 **Director**
 - J&S Holding LLC \$500 **Partner**
 - LAV Painting \$250 **Supporter**

Total \$ 1,750.00

- Continuing to work on our program the Business Showcase. The program will provide free marketing for our members and hopefully get them some more business or new opportunity.
 - The business showcase program is for our director level and higher members. We will randomly select a director level member each month and highlight their business by featuring their business photo with an article describing their business on our Facebook page and website. **Update: The member for the Showcase of month for October is Century 21. An article talking about the businesses were posted on our website and on Facebook and was shared with our members.**

Month of October , 2021

Business Retention and Expansion Report

Total number of Businesses contacted: 19
List of Businesses contacted:

Name	Name	Name
Adan's Collision Center	Employer Support	
AerSale	J&S Holding	
Albertsons	La Casa	
Allen's Next Door	LAV Painting Contractor	
Ambercare	Roswell School District	
Applebee's Restaurant	Rustic Essentials Soap	
Ascent Aviation Services	Tobosa Developmental Services	
CAVU Aerospace	New Mexico Youth Challenge	
Comfort Keepers		
Community Homecare		
CRM Discount Awards & Team		

Membership Report

Total of members contacted: 23
List of members contacted:

Name	Name	Name
Admiral Beverage	Chaves County Detention Center	USA Beef
AK Sales	Eastern NM Medical Center	
City of Roswell	KRQE	
Clarion Inn & Suites	Krumland Auto Group	
Constructable	Larry Connolly	
Dean Baldwin Painting	Leprino Foods	
First National Tower	McDonalds	
Fortune Transportation	Pioneer Bank	
HCI LLC	Roswell Job Corp	
KBIM Radio	SWS Family	
Cattle Baron Restaurant Inc	Three Amigos Dairy	

Total New Members: 3
List of new members, level of membership, and amount: \$1750.00

Name	Level	Amount
CAVU	Director	\$1000.00
J&S Holding LLC	Partner	\$500.00
LAV Panting	Supporter	\$250.00
	Total:	1750.00

Membership Retention Report

Total Number of Members invoiced: 7

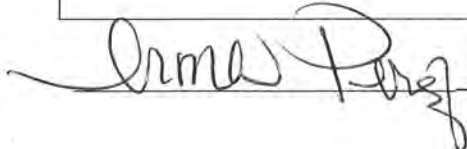
Total amount invoiced: \$ 7550.00

List of members invoiced, amount, and amount paid:

Name	Amount Invoiced	Amount Paid
Farm Bureau	\$200.00	\$200.00
Edward Jones Investment	\$250.00	\$250.00
J&G Electric	\$1000.00	\$1000.00
Waide Irrigation	\$100.00	\$100.00
First National Bank	\$500.00	\$500.00
GB Hotel Group	\$5000.00	\$
Rio Potomac Investments	\$500.00	\$500.00
Totals:	7550.00	2550.00

List of members not renewing, amount, and reason:0

Name	Amount	Reason for Non-renewal
Total:		

 Business Development Manager 9/30/21 Date

(signature)

