



Sierra County Commission
Sierra County Commission Chambers
1712 N. Date Street, Truth or Consequences, NM 87901
Tuesday November 14th, 2023

AMENDED

ALL MEMBERS OF THE PUBLIC WILL BE ABLE TO WATCH AND LISTEN TO THE MEETING VIA:
(facebook.com/SCEmergencyServices) (Local radio KCHS 101.9)

Call to Order: 10:00 AM Regular Meeting

Roll Call:	Travis Day-Chairman	Shelly K. Trujillo-Clerk
	James E. Paxon-Vice-Chair	Nance, Pato & Stout, LLC-Attorney
	Hank Hopkins -Commissioner	Amber Vaughn-County Manager

Pledge of Allegiance

New Mexico State Flag Pledge-I salute the flag of the State of New Mexico and the Zia symbol of perfect friendship among united cultures.

Introduction of Guests

- I. **Approval of Agenda**
- II. **Approval of Minutes**
 - A. Regular Meeting – October 17th, 2023
- III. **Public Comment: Limited to 3 Minutes**
- IV. **Consent Agenda:**
 - A. Resolution No. 110-197 Accounts Payables- July-August
 - B. Resolution No. 110-198 Budget Adjustments
 - C. Resolution No. 110-199 Indigent Claims
 - D. Claim of Exemption 23-004
- V. **Presentations/Reports:**
 - A. Years of Service Awards
 - B. Department Reports
- VI. **Board of Finance:**
 - A. October Reconciliation
- VII. **Election Canvass:**
 - (Bd. Convenes as County Canvassing Board)
 - A. Canvass of 2023 General Election
 - (Bd. Reconvene as Bd. of County Commissioners)
- VIII. **Old Business:**
- IX. **New Business:**
 - A. Approval to Sponsor Space New Mexico License Plate
- X. **Contracts-Agreements-Procurement:**
 - A. Road-NM DOT Projects- (3) Quotes Per Project-ConTech
 - B. Road-CES-A Mountain Construction-LACTF

- C. State of New Mexico Department of Finance and Administration Fund 93100 Capital Appropriation Project H23-2308
 - D. State of New Mexico Department of Finance and Administration Fund 93100 Capital Appropriation Project H23-2309
 - E. State of New Mexico Department of Finance and Administration Fund 93100 Capital Appropriation Project H23-2312
 - F. State of New Mexico Department of Finance and Administration Fund 93100 Capital Appropriation Project H23-2313
 - G. Memorandum of Understanding Between Administrative Office of the Courts and Sierra County for the Purpose of Supporting a Cross System Collaboration for Individuals With Mental Illnesses or Co-occurring Mental Health and Substance Abuse Disorders Who Come Into Contact With the Justice System.
- XI. **Resolutions-Ordinances-Proclamations:**
- A. Election Officials Proclamation
- XII. **Executive Session (Section 10-15 E thru H):**
Pending and Threatened Litigation:
 BoCC v. Woolf
 Coulter v. BoCC
Personnel
Real Estate:
- XIII. **Open Session Actions from Executive Session:**
- A. Direction regarding BoCC v. Woolf
 - B. Adjourn

Next proposed Scheduled Meeting: Regular Meeting, Tuesday, December 19th, 2023, at 10:00 AM. Items for the agenda must be submitted to the Sierra County Administration Office no later than 5:00pm on the Monday the week before the meeting.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting please contact the Sierra County Manager, at 1712 N. Date Street, Truth or Consequences, New Mexico 87901, phone (575) 894-6215 at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Sierra County Manager if a summary or other type of accessible format is needed.

**SIERRA COUNTY COMMISSION
REGULAR MEETING MINUTES
OCTOBER 17, 2023**

CALL TO ORDER: 10:00 am Regular Meeting

The Sierra County Board of County Commissioners met in Regular Session at 10:00 A.M. on Tuesday, October 17, 2023, at the Albert J Lyon Event Center, 2953 S Broadway St, Truth or Consequences, New Mexico.

ROLL CALL:

**Commissioner Travis Day, Chairman
Commissioner James Paxon, Vice-Chair
Commissioner Hank Hopkins, Member**

Clerk of Board: Shelly K. Trujillo

County Attorney: David Pato

County Manager: Amber Vaughn

PLEDGE OF ALLEGIANCE:

NEW MEXICO STATE FLAG PLEDGE:

ALSO IN ATTENDANCE:

Jocelyn Holguin, Wanda Joan Montoya, Buddy Montoya, Dan Steele, Brett Beaty-Wilson & Co, Lauren Chavez-Wilson & Co, Steve Dobrott, Rebecca Bartoo, Ernie Armijo, Mike Hearn, Chuck Wentworth-Sentinel, Jessica West, Michelle Atwell, Keith Whitney, Kayce Edwards

I. APPROVAL OF AGENDA:

**Commissioner Hopkins MOVED to approve the agenda as presented.
Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioners District 1-2-3 voting yes.**

II. APPROVAL OF MINUTES:

- A. Regular Meeting-September 13, 2023**
- B. Special Meeting-September 15, 2023**

Commission Vice-Chair Paxon **MOVED** to approve the minutes as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioners District 1-2-3 voting yes.

III. PUBLIC COMMENT: LIMITED TO 3 MINUTES

Rebecca Bartoo gave an update on the County Fair. There were 178 youth exhibitors. \$377,000 was raised at the Livestock Sale.

IV. CONSENT AGENDA:

- A. Resolution No. 110-191- Account Payables
- B. Resolution No. 110-192- Budget Adjustments
- C. Resolution No. 110-193- Indigent Claims
- D. Indigent Burial B2023-007
- E. Claim of Exemption #23-003

Commissioner Hopkins **MOVED** to approve Consent Agenda as presented. Commission Vice-Chair Paxon **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

V. PRESENTATIONS/REPORTS:

- A. Years of Service award
- B. Department Reports
- C. Fair Ground Update-Wilson Engineering-See Attached
- D. Non-Profit Museums of Sierra County-Dan Steele with the Geronimo springs Museum asked the commission with help sponsoring a bill for a specialty license plate.
- E. Public Proposal for Ordinance Regarding the Loss of Livestock and Pets Due to the Attack of Dogs-See Attached

VI. BOARD OF FINANCE:

- A. September Reconciliation

Commission Vice-Chair Paxon **MOVED** to approve the April Reconciliation as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioners District 1-2-3 voting yes.

VII. OLD BUSINESS:

VIII. NEW BUSINESS:

A. Direction to Publish Ordinance 23-005-Codifying the New Mexico Enabling Act

Commission Vice-Chair Paxon **MOVED** to approve Direction to Publish Ordinance 23-005-Codifying the New Mexico Enabling Act as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioners District 1-2-3 voting yes.

B. Direction to Publish Ordinance 23-006-Indigent Healthcare Ordinance

Commissioner Hopkins **MOVED** to approve Direction to Publish Ordinance 23-006-Indigent Healthcare Ordinance as presented. Commission Vice-Chair Paxon **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

C. Road Vacation Request VR23-002 for Portion of Lula Street in Kingston

Commissioner Hopkins **MOVED** to approve Road Vacation Request VR23-002 for Portion of Lula Street in Kingston as presented. Commission Vice-Chair Paxon **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

D. Approval for Year Two of Recruitment/Retention Funding for Sheriff's Department

Commission Vice-Chair Paxon **MOVED** to approve Approval for Year Two of Recruitment/Retention Funding for Sheriff's Department as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

E. Approval for Law Enforcement Recruiting/Hiring Fund \$262,500 Over Three Years to Add a Law Enforcement Position

Commission Vice-Chair Paxon **MOVED** to approve Approval for Law Enforcement Recruiting/Hiring Fund \$262,500 Over Three Years to Add a Law Enforcement Position as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

IX. CONTRACTS – AGREEMENTS – PROCUREMENT

A. Sierra County 23-ZH9304 Grant Agreement

Commissioner Hopkins MOVED to approve Sierra County 23-ZH9304 Grant Agreement as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

B. Road-State Price Agreement-ABC Concrete-Official Approval

Commissioner Hopkins MOVED to approve Road-State Price Agreement-ABC Concrete-Official Approval as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

C. Facility-State Price Agreement-Don Chalmers Ford-LACTF

Commission Vice-Chair Paxon MOVED to approve Facility-State Price Agreement-Don Chalmers Ford-LACTF as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

D. Wilson Fee Proposal-Fairgrounds-Task Order #2-Design and Construct

Commissioner Hopkins MOVED to approve Wilson Fee Proposal-Fairgrounds-Task Order #2-Design and Construct as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

E. WTI/TREMCO-Fairgrounds-Restoration and Interior-Note: Quote for HVAC-Following Installation-CES

Commission Vice-Chair Paxon MOVED to approve WTI/TREMCO-Fairgrounds-Restoration and Interior-Note: Quote for HVAC-Following Installation-CES as presented. Commissioner Hopkins SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

F. Sheriff-State Price Agreement-Don Chalmers Ford-Pending Final Agreements

Commissioner Hopkins MOVED to approve Sheriff-State Price Agreement-Don Chalmers Ford-Pending Final Agreements as presented. Commission Vice-Chair Paxon SECONDED the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

G. Sheriff-State Price Agreement-WAC Upfitters, LLC-Vehicle Accessories-Pending Final Agreements

Commissioner Hopkins MOVED to approve Sheriff-State Price Agreement-WAC Upfitters, LLC-Vehicle Accessories-Pending Final Agreements as

presented. Commission Vice-Chair Paxon **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

X. RESOLUTIONS – ORDINANCES – PROCLAMATIONS

A. Resolution No. 110-194-Supporting the New Mexico Trappers Association's Litigation Against the State's Public Lands Trapping Ban

Commissioner Hopkins **MOVED** to approve Resolution No. 110-194-Supporting the New Mexico Trappers Association's Litigation Against the State's Public Lands Trapping Ban as presented. Commission Vice-Chair Paxon **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

B. Resolution No. 110-195-Resolution Supporting the New Mexico Counties 2024 Legislative Priorities

Commission Vice-Chair Paxon **MOVED** to approve Resolution No. 110-195-Resolution Supporting the New Mexico Counties 2024 Legislative Priorities as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

C. Resolution 110-196-A Resolution Approving the Amended Property Tax Rates

Commissioner Hopkins **MOVED** to approve Resolution 110-196-A Resolution Approving the Amended Property Tax Rates as presented. Commission Vice-Chair Paxon **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

D. Ordinance 23-003-An Ordinance Repealing Sierra County Spinlaunch LEDA, Ordinance No. 21-001

Commission Vice-Chair Paxon **MOVED** to approve Ordinance 23-003-An Ordinance Repealing Sierra County Spinlaunch LEDA, Ordinance No. 21-001 as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

E. Ordinance 23-004-Amendment to Personnel Policy Ordinance 16-009

Commission Vice-Chair Paxon **MOVED** to approve Ordinance 23-004-Amendment to Personnel Policy Ordinance 16-009 as presented. Commissioner Hopkins **SECONDED** the motion. Motion carried with Commissioner Districts 1-2-3 voting yes.

XI. EXECUTIVE SESSION SECTION (10-15-E THRU H):

Commission Vice-Chair Paxon MOVED to go into Executive Session for Personnel, Real Estate, Pending and Threatened Litigation. Commissioner Hopkins SECONDED the motion. Roll call vote was taken with all Commissioners present voting yes.

District 1 – Yes

District 2 – Yes

District 3 – Yes

PENDING AND THREATENED LITIGATION:

PERSONNEL:

A. County Manager

REAL ESTATE:

DISPOSAL OF REAL PROPERTY

XII. OPEN SESSION ACTIONS FOR EXECUTIVE SESSION:

Commission Vice-Chair Paxon MOVED to come back into Regular Session. Commissioner Hopkins SECONDED the motion. Roll call vote was taken, with all Commissioners present voting yes.

DATE AND TIME OF NEXT REGULAR SIERRA COUNTY COMMISSION MEETING:

The date and time of the next Regular Sierra County Commission Meeting has been scheduled for Tuesday, November 14, 2023 at 10:00 A.M. at the Sierra County Commission Chambers at 1712 N Date, Truth or Consequences, New Mexico.

Commissioner Hopkins MOVED to adjourn the meeting. Commission Vice-Chair Paxon SECONDED the motion.

ADJOURNMENT:

There being no further business to come before the Board, Commission Chair Day adjourned the meeting.

Dated this 17th day of October, 2023.

SIERRA COUNTY BOARD OF COUNTY COMMISSIONERS

Commissioner Travis Day, Chairman

Commissioner James E Paxon, Vice-Chairman

Commissioner Hank Hopkins, Member

ATTEST:

Shelly K Trujillo, County Clerk

State of New Mexico

*Shelly Trujillo
County Clerk
575-894-2849*

*Candace Chavez
County Treasurer
575-894-3524*

*Michael D. Huston
County Assessor
575-894-2589*

*Tom Pestak
Probate Judge
575-894-2849*



**1712 N. Date St.
Truth or Consequences, New Mexico 87901**

**Amber Vaughn, County Manager
575-894-6215 voice 575-894-9348 fax**

County of Sierra

*James E. Paxson
District 1
575-894-6215*

*Travis Day
District 2
575-894-6215*

*Hank Hopkins
District 3
575-894-6215*

*Glenn Hamilton
County Sheriff
575-894-9150*

**RESOLUTION NO. 110-197
ACCOUNTS PAYABLE
A RESOLUTION APPROVING THE PAYMENT OF CLAIMS THROUGH THE PERIOD
BEGINNING OCTOBER 1ST, 2023
AND
ENDING OCTOBER 31ST, 2023**

WHEREAS, THE BOARD OF COUNTY COMMISSIONERS OF SIERRA COUNTY, NEW MEXICO, MEETING IN REGULAR PUBLIC SESSION ON NOVEMBER 14TH, 2023 DESIRES TO PROVIDE FOR THE EQUITABLE AND REASONABLE PAYMENT OF CLAIMS DUE AND ACCOUNTS PAYABLE, AND;

THEREFORE, BE IT RESOLVED, THAT CLAIMS, PURCHASE VOUCHERS AND WARRANTS DETAILED AND ATTACHED HERETO, PAYABLE FROM THE VARIOUS FUNDS. IN THE AMOUNT OF \$1,151,471.38 ARE PASSED, APPROVED AND ADOPTED ON THIS 14TH DAY OF NOVEMBER, 2023.

**BOARD OF COUNTY COMMISSIONERS
SIERRA COUNTY, NEW MEXICO**

ATTEST:

TRAVIS DAY, COMMISSIONER

HANK HOPKINS COMMISSIONER

SHELLY K. TRUJILLO, COUNTY CLERK

JAMES PAXON, COMMISSIONER

DEPT CREDIT

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IN GRAND TOTAL 17 2,357,471.36 63
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GENERAL 370,374.78 .63

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DEPT 71,034.42 .63
411-30-2033 ELECTED OFFICIAL'S SALARY .63
411-30-2037 FICA MATCH 1 657 118.60 03
411-30-2037 TELEPHONE/MAINTENANCE/STORAGE .02
411-30-2037 SAFETY EQUIPMENT 1,187.95 58
411-30-2037 COMPUTER DATA/EXPENSE 12,194.85 .02
411-30-2037 GROUP INSURANCE MATCH 475 51.68 02
411-30-2042 RETIREE INSURANCE 9,447.33 .02
411-30-2042 UNEMPLOYMENT INSURANCE 2,950.32 .02
411-30-2070 FUEL 32,125.00 .02
411-30-2073 PROFESSIONAL/LEGAL CONSULTING 8,184.85 .02
411-30-2049 CAPITAL IMPROV 35,000 160.25 .02
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DEPT 46,710.17 .02
401-01-2601 ADMINISTRATION 46,710.17 .02
401-01-2606 FUEL-TIME SALARIES 14,614.16 02
401-01-2606 FICA MATCH 30.304 1,294.28 .02
401-01-2607 FICA MATCH 1 657 5,519.83 02
401-01-2621 TELEPHONE/MAINTENANCE/STORAGE 194.89 .02
401-01-2622 PRINTING & PUBLISHING 496.33 02
401-01-2631 COMPUTER DATA/EXPENSE 36.85 .02
401-01-2640 GROUP INSURANCE MATCH 475 8,381.83 .02
401-01-2642 RETIREE INSURANCE 607.14 02
401-01-2696 EQUIPMENT LEASE 581.94 02
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DEPT 71,034.87 02
401-01-2606 FACILITIES MANAGEMENT 71,034.87 02
401-01-2606 FUEL-TIME SALARIES 9,307.61 02
401-01-2606 O-TERM PAY 138.14 02
401-01-2606 FICA MATCH 30.304 1,948.93 02
401-01-2607 FICA MATCH 1 657 342.06 02
401-01-2606 CONTRACT SERVICES 1,542.26 02
401-01-2621 TELEPHONE/MAINTENANCE/STORAGE 80.13 02
401-01-2625 SUPPLIES 690.19 02
401-01-2632 COMPUTER DATA/INTERNET 58.14 02
401-01-2643 FUEL 369.61 02
401-01-2650 BUILDING REPAIRS/MAINTENANCE 162.55 02
401-01-2652 UTILITIES 6,188.63 02
401-01-2660 GROUP INSURANCE MATCH 304 515.03 02
401-01-2662 RETIREE INSURANCE 193.56 02
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DEPT 27,270.15 30
401-01-2601 ELECTED OFFICIAL'S SALARY 27,270.15 30
401-01-2602 FUEL-TIME SALARIES 32,403.62 30
401-01-2606 FICA MATCH 30.304 1,872.16 30
401-01-2607 FICA MATCH 1 651 1,252.53 30
401-01-2621 TELEPHONE/MAINTENANCE/STORAGE 143.16 30
401-01-2631 COMPUTER DATA/INTERNET 54.50 30
401-01-2641 FUEL 1,055.69 30
401-01-2650 GROUP INSURANCE MATCH 304 3,293.82 30
401-01-2662 RETIREE INSURANCE 347.82 30
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DEPT 1,121.94 .20
401-01-2611 BUREAU OF ELECTIONS 1,121.94 .20
401-01-2621 OTHER ELECTION EXPENSE 854.36 .20
401-01-2621 TELEPHONE/MAINTENANCE/STORAGE 346.36 .20
401-01-2627 PRINTING & PUBLISHING 31.84 .20
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DEPT 71,034.31 .63
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DEBITS CREDITS

DEPT	UNIFORM	517.68	00
010-18-2321	TELEPHONE/MAINTENANCE/UPGRADE	1.00 Y	30
010-18-2442	FUEL	19.75	30
010-18-2452	BUILDING REPAIRS/MAINTENANCE	1.08 Y	30
010-18-2462	UTILITIES	286.00	30
TOTAL		641.05	30
DEPT	NEWSPAPER/PRINT DEPARTMENT	591.05	30
010-18-2521	TELEPHONE/MAINTENANCE/UPGRADE	456.00	30
010-18-2552	BUILDING REPAIRS/MAINTENANCE	86.03	30
010-18-2552	UTILITIES	48.92	30
TOTAL		19,486.06	30
DEPT	CADALLAC FIRE DEPARTMENT	18,146.00	30
012-05-2321	TELEPHONE/MAINTENANCE/UPGRADE	796.18	30
012-05-2352	STAKE POSSESSIONS EQUIP. EQUIPMENT	7,734.79	30
012-05-2322	EQUIPMENT/VEHICLE MAINTENANCE	4,339.13	30
012-05-2442	FUEL	390.71	30
012-05-2552	BUILDING REPAIRS/MAINTENANCE	57.28	30
012-05-2552	UTILITIES	390.43	30
012-05-2552	CAPITAL ORDER 25,000	6,116.83	30
TOTAL		9,486.13	30
DEPT	LAW PROGRAM FUND	9,486.13	30
014-03-2321	TELEPHONE/MAINTENANCE/UPGRADE	234.44	30
014-03-2322	EQUIPMENT/VEHICLE MAINTENANCE	3,130.00	30
014-03-2442	FUEL	151.47	30
014-03-2552	BUILDING REPAIRS/MAINTENANCE	94.00	30
014-03-2552	UTILITIES	493.11	30
TOTAL		3,689.12	30
DEPT	STATE 50 PROJECTS	3,689.12	30
016-03-2142	STATE 50 AGREEMENT	2,643.37	30
016-03-2142	WREST PRISON 3001 RAJINSE	2,643.37	30
TOTAL		7,643.37	30
DEPT	STATE 50 AGREEMENTS	7,643.37	30
017-03-2142	WREST PRISON 4001 RAJINSE	2,643.37	30
TOTAL		4,124.33	30
DEPT	STATE 50 AGREEMENTS	4,124.33	30
018-03-2142	WREST PRISON 2001 RAJINSE	4,124.33	30
TOTAL		26,775.34	30
DEPT	COMMUNITY PROJECTS	26,775.34	30
019-13-2142	STIRRA JOINT OFFICE ON ASIAN	32,825.03	30
019-13-2142	MARQUITO SPRAYERS	1,123.34	30
019-13-2322	ATCRA AIRPORT SECTION	3,500.00	30
019-13-2602	AIRMAIL CONTROL CALLS	50.00	30
TOTAL		3,847.12	30
DEPT	NATIONAL FUND	3,847.12	30
020-13-2602	NATIONAL FUND	3,847.12	30

[illegible]

CHK	DATE	NAME	DESCRIPTION	DATE	AMOUNT
OFFICE OF COUNTY CLERK 804 01					
DO 8030673	10/12/2023	DAVID, ELLEN	PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	129.93
			PRL PM 09/24/2023 TO 10/01/2023 423-04-2303	/ /	6.22
			PRL PM 09/24/2023 TO 10/01/2023 423-04-2403	/ /	105.37
			PRL PM 09/24/2023 TO 10/01/2023 401-04-2303	/ /	94.35
OFFICE OF COUNTY CLERK 804 01					
DO 8030674	10/12/2023	DOUGLAS, FRANK	PRL PM 09/24/2023 TO 10/01/2023 401-04-2602	/ /	143.20
			PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	39.13
OFFICE OF COUNTY CLERK 804 01					
DO 8030675	10/12/2023	TRUJILLO, SHELIA	PRL PM 09/24/2023 TO 10/01/2023 401-04-3101	/ /	856.25
OFFICE OF COUNTY CLERK 804 01					
DO 8030676	10/12/2023	WATSON, ANN	PRL PM 09/24/2023 TO 10/01/2023 401-04-2012	/ /	1239.68
OFFICE OF COUNTY CLERK 804 01					
DO 8030677	10/12/2023	DAY, TRACY L	PRL PM 09/24/2023 TO 10/01/2023 401-04-4001	/ /	101.13
OFFICE OF COUNTY CLERK 804 01					
DO 8030678	10/12/2023	PAJON, JAMES E JR	PRL PM 09/24/2023 TO 10/01/2023 401-04-2303	/ /	393.30
OFFICE OF COUNTY CLERK 804 01					
DO 8030679	10/12/2023	MOORE, NELLIE	PRL PM 09/24/2023 TO 10/01/2023 401-04-3001	/ /	720.49
OFFICE OF COUNTY CLERK 804 01					
DO 8030680	10/12/2023	WILLIAMS, ELLA	PRL PM 09/24/2023 TO 10/01/2023 401-04-2002	/ /	740.29
			PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	81.08
			PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	61.55
OFFICE OF COUNTY CLERK 804 01					
DO 8030681	10/12/2023	WILLIAMS, ELLA	PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	1337.53
OFFICE OF COUNTY CLERK 804 01					
DO 8030682	10/12/2023	WILLIAMS, ELLA	PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	108.43
			PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	213.37
			PRL PM 09/24/2023 TO 10/01/2023 401-04-3002	/ /	63.57

Case	DATE	Name	DATE	INVOICE #	DATE	Amount
BOND 1077.00 LAURENCE 188.83						
CO B030112	1359 43	CHETTER, RICHARD L	PERL PR-09/24/2023 TO-10/07/2023 402-50 2002	/ /		1036.86
30/12/2023			PERL PR-08/24/2023 TO-10/07/2023 402-50 2002	/ /		72.43
BOND 1159.47						
CO B030112	820 73	WALTERS, ROBERT D	PERL PR-09/24/2023 TO-10/07/2023 402-50 2002	/ /		784.71
30/12/2023			PERL PR-08/24/2023 TO-10/07/2023 402-50 2002	/ /		5.12
			PERL PR-09/24/2023 TO-10/07/2023 402-50 2002	/ /		93.15
BOND 827.15						
CO B030113	LC30 43	ANDERSON, SHERRY L	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		834.14
30/12/2023			PERL PR-08/24/2023 TO-10/07/2023 634-32 2002	/ /		296.08
DISPATCH 1033.42						
CO B030114	134: 13	ATZELL, NICHELLE	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		3147.32
30/12/2023						
DISPATCH 1141.33						
CO B030115	977 93	RIKUNA, JADEEN A	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		977.93
30/12/2023						
DISPATCH 979.21						
CO B030116	99: 96	BRONN, NALIA	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		141.96
30/12/2023			PERL PR-08/24/2023 TO-10/07/2023 634-32 2002	/ /		302.03
DISPATCH 943.48						
CO B03117	945 42	CHERRY, CORTIS B	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		896.23
30/12/2023			PERL PR-08/24/2023 TO-10/07/2023 634-32 2002	/ /		43.25
DISPATCH 945.43						
CO B03118	1038 64	COHN, HANING	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		958.71
30/12/2023			PERL PR-08/24/2023 TO-10/07/2023 634-32 2002	/ /		50.43
DISPATCH 1208.54						
CO B03119	237 86	DEMLAC, NORM	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		222.83
30/12/2023						
DISPATCH 222.86						
CO B03120	406 19	HARRIS, JONATHAN A	PERL PR-09/24/2023 TO-10/07/2023 634-32 2002	/ /		846.74
30/12/2023						

431-016 SEC:LTCS22 CH:LS12 X03MC

Ch#	DATE	Name	DESCRIPTION	Chrg Fees	INVOICE #	DATE	PC #	Amount
10-22-2021								
DISPATCH		396 73						
DO B03072		LOUISFORD, MALLIE	PERL PM-09:24/2023 TO-10:01/2023 624-23-2003					865.73
30-12-2023		390 60	PERL PM-09:24/2023 TO-10:01/2023 624-32-2032					36.29
DISPATCH		392 81						
DO B03073		WEDGEMAN, JIMMER A	PERL PM-09:24/2023 TO-10:01/2023 634-12-2007					349.43
30-12-2023		392 01	PERL PM-09:24/2023 TO-10:01/2023 634-32-2006					131.81
			PERL PM-09:24/2023 TO-10:01/2023 634-32-2005					175.23
DISPATCH		396 37						
DO B03074		STANLEY, JESSICA	PERL PM-09:24/2023 TO-10:01/2023 624-32-2052					347.25
30-12-2023		3052.63	PERL PM-09:24/2023 TO-10:01/2023 634-32-2206					104.06
DISPATCH		1052 63						
DO B03075		STANLEY, CHRISTINA M	PERL PM-09:24/2023 TO-10:01/2023 634-32-2032					375.55
30-12-2023		323.89						
DISPATCH		815 56						
DO B03076		TORRES, EMORY	PERL PM-09:24/2023 TO-10:01/2023 634-32-2037					350.83
30-12-2023		5463.89	PERL PM-09:24/2023 TO-10:01/2023 634-32-2402					261.34
			PERL PM-09:24/2023 TO-10:01/2023 634-32-2002					139.26
			PERL PM-09:24/2023 TO-10:01/2023 634-32-2002					60.32
DISPATCH		1830.08						
DO B03077		MCINTOSH, JILL A	PERL PM-09:24/2023 TO-10:01/2023 634-32-2037					863.77
30-12-2023		967.37	PERL PM-09:24/2023 TO-10:01/2023 634-32-2002					85.80
DISPATCH		261 93						
DO B03078		YAM, LARSEN	PERL PM-09:24/2023 TO-10:01/2023 634-32-2032					378.18
30-12-2023		397 72	PERL PM-09:24/2023 TO-10:01/2023 634-32-2002					88.87
DISPATCH		371 24						
DO B03079		ARMSTRONG, JENNIFER E	PERL PM-09:24/2023 TO-10:01/2023 421-30-2037					3298.43
30-12-2023		391 52	PERL PM-09:24/2023 TO-10:01/2023 403-03-2002					52.53
			PERL PM-09:24/2023 TO-10:01/2023 403-08-2005					221.51
			PERL PM-09:24/2023 TO-10:01/2023 403-08-2002					63.63
DISPATCH		2471.20						
DO B03080		BAKER, JOSHUA D	PERL PM-09:24/2023 TO-10:01/2023 421-08-2003					712.78
30-12-2023		2113.74						
DISPATCH		2071.74						

CLS	DATE	NAME	DEBIT/CREDIT	LINE ITEM	INVOICE #	DATE	AMOUNT
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			369.22
	11/27/13			401-08-2003			981.41
	11/27/13			401-08-2003			66.12
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			567.08
	11/27/13			401-08-2003			123.11
	11/27/13			401-08-2003			123.62
	11/27/13			401-08-2003			91.25
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			583.41
	11/27/13			401-08-2003			260.50
	11/27/13			401-08-2003			58.13
	11/27/13			401-08-2003			45.56
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			506.73
	11/27/13			401-08-2003			462.39
	11/27/13			401-08-2003			49.80
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			315.00
	11/27/13			401-08-2003			180.27
	11/27/13			401-08-2003			123.29
	11/27/13			401-08-2003			221.94
	11/27/13			401-08-2003			280.23
	11/27/13			401-08-2003			129.11
	11/27/13			401-08-2003			96.51
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			100.14
	11/27/13			401-08-2003			52.87
	11/27/13			401-08-2003			842.96
	11/27/13			401-08-2003			175.33
	11/27/13			401-08-2003			93.24
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			1139.36
	11/27/13			401-08-2003			60.02
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			3059.76
JAN DIFFERENCE							
DO	11/27/13	CASH	DEBIT	401-08-2003			1298.76
	11/27/13			401-08-2003			337.80

CHK#	DATE	INVOICE	LINE	YEAR	INVOICE #	DATE	AMOUNT
33-177025		PYR. PM-09/18/2013	10	09	2013		189.20
		PYR. PM-09/18/2013	10	09	2013		280.50
		PYR. PM-09/18/2013	10	09	2013		50.42

LAW ENFORCEMENT : 985 JF

[illegible]

—JANUARY 1977—

[illegible]

1.86 1470 40

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NAME          DATE TIME   COMMAND D      LOG FILE
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51240101

[illegible]

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30301-1045 330 10

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0.03	0.03	0.03	0.03
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0.05	0.05	0.05	0.05
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0.07	0.07	0.07	0.07
0.08	0.08	0.08	0.08
0.09	0.09	0.09	0.09
0.10	0.10	0.10	0.10
0.11	0.11	0.11	0.11
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0.13	0.13	0.13	0.13
0.14	0.14	0.14	0.14
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0.16	0.16	0.16	0.16
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0.20	0.20	0.20	0.20
0.21	0.21	0.21	0.21
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0.23	0.23	0.23	0.23
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0.26	0.26	0.26	0.26
0.27	0.27	0.27	0.27
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0.30	0.30	0.30	0.30
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0.98	0.98	0.98	0.98
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1.00	1.00	1.00	1.00

[illegible][illegible]

TEASING

20	001174	PTW010101	04/01/1	PERL PR: 03/24/2023 73.15.00/1957	471-01-202	111.73
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54267534 61 635

DATE	DESCRIPTION	AMOUNT	BALANCE
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	100.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	200.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	300.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	400.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	500.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	600.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	700.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	800.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	900.00
10/1/2021	AMERICAN PACIFIC LIFE ANNUITY	100.00	1000.00

[illegible]

CHA	DATE	USER	DESCRIPTION	Loan Date	Invoice #	DATE	PRN #	Amount
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					26.87
								26.87
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					26.87
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PRESBEMP DEB	PAYDAY	30/12/2023	569-30-2022					26.87
								26.87
PRESBEMP DEB	PAYDAY	30/12/2023	634-32-2022					343.77
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PRESBEMP MATCH	PAYDAY	30/12/2023	461-21-2020					343.77
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PRESBEMP MATCH	PAYDAY	30/12/2023	461-22-2020					343.77
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PRESBEMP MATCH	PAYDAY	30/12/2023	461-20-2020					343.77
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PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					343.77
								343.77
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					343.77
								343.77
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					343.77
								343.77
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					343.77
								343.77
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					343.77
								343.77
PRESBEMP DEB	PAYDAY	30/12/2023	461-20-2022					

LINE	DATE	NAME	DESCRIPTION	LINE TYPE	INVOICE #	DATE	PG #	AMOUNT
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					35.20
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					232.20
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					68.15
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					119.10
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					194.66
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					167.87
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					160.14
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					219.12
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					10.29
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					269.85
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					34.85
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					17.15
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					20.17
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					10.54
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					27.27
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					30.22
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					14.54
NEEDER			NEEDER PAYDAY 11/01/2015 101-03-2000					211.61

COMMISSIONER	71.95	ADMINISTRATION	4156 56 FACILITIES MANAGEMENT	131 37				
OFFICE OF COUNTY CLERK	238.56	PROPERTY ASSIGNMENTS	239 56 TREASURERS	215 14				
LAW ENFORCEMENT	301.40	DETENTION	4156 09 PROBATION SERVICE	241 19				
ROAD	417.67	LANDFILL	19 13 REPAIR/REPLACE, PUMP	14 10				
REAL GROWTH	41.14	DEVELOPMENTAL CENTER	39 01 ONE RESTORATION FROM	64 16				
ONLINE FUND	41.64	EMERGENCY HOME SERVICE	349 08 DISASTER	643 10				

CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					183.25
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					47.80
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					34.86
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					52.57
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					39.89
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					19.84
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					48.20
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					47.81
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					116.13
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					32.15
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					159.79
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					7.16
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					31.37
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					31.39
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					31.39
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					39.84
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					11.94
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					32.90
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					213.06
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					316.87
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					29.17
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					173.91
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					203.00
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					95.37
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					98.82
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					298.14
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					305.13
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					18.13
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					23.68
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					38.14
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					26.24
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					19.13
CLERK		HEALTH CARE AUTHORITY	000 PAYDAY 10/12/2015 411-11-2000					21.63

C/A	DATE	NAME	DESCRIPTION	LINE	TERM	TRUNCATE	DATE	AMOUNT
ADMINISTRATIVE								
		565.30	FACILITIES MANAGEMENT	143.85	OFFICE OF COUNTY CLERK		260.89	
		364.14	TREASURER	144.36	LAW ENFORCEMENT		898.95	
		448.12	CLERICAL	458.32	LAUREL		23.18	
		74.31	CLERICAL	42.38	COSEAP FEDERAL COURT		25.38	
		67.94	CLERICAL	41.84	EMERGENCY HOME SERVICE		257.52	
		644.74						
BANK								
03	10/13/2023	BANK OF AMERICA						180.00
		3402.00						35.20
		10/13/2023						35.20
								330.20
								30.20
								100.00
								335.20
								25.80
								15.20
								150.20
								175.20
BANK OF AMERICA								
03	10/13/2023	BANK OF AMERICA						110.00
		359.30						310.00
		10/13/2023						
BANK OF AMERICA								
03	10/13/2023	BANK OF AMERICA						300.00
		220.30						
		10/13/2023						
OFFICE OF COUNTY CLERK								
03	10/13/2023	OFFICE OF COUNTY CLERK						305.00
		385.30						
		10/13/2023						
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03	10/13/2023	BANK OF AMERICA						305.00
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03	10/13/2023	BANK OF AMERICA						305.00
		385.30						

CY	DATE	NAME	DESCRIPTION	LINE	DATE	PG	AMOUNT
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	4.64
01	11/24/2023	AT&T	ADDITIONAL SERVICE - MONTHLY	814-03-2023	/	89533	400.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	576.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	325.00
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	3.00

INVOICE NO. 21224
INVOICE DATE 11/24/2023
LAS PALOMAS FIRE DEPT

01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	4.64
01	11/24/2023	AT&T	ADDITIONAL SERVICE - MONTHLY	814-03-2023	/	89533	400.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	576.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	325.00
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	3.00

INVOICE NO. 21224
INVOICE DATE 11/24/2023
LAS PALOMAS FIRE DEPT

01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	4.64
01	11/24/2023	AT&T	ADDITIONAL SERVICE - MONTHLY	814-03-2023	/	89533	400.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	576.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	325.00
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	3.00

INVOICE NO. 21224
INVOICE DATE 11/24/2023
LAS PALOMAS FIRE DEPT

01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	4.64
01	11/24/2023	AT&T	ADDITIONAL SERVICE - MONTHLY	814-03-2023	/	89533	400.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	576.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	325.00
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	3.00

INVOICE NO. 21224
INVOICE DATE 11/24/2023
LAS PALOMAS FIRE DEPT

01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	4.64
01	11/24/2023	AT&T	ADDITIONAL SERVICE - MONTHLY	814-03-2023	/	89533	400.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	576.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	325.00
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	3.00

INVOICE NO. 21224
INVOICE DATE 11/24/2023
LAS PALOMAS FIRE DEPT

01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	4.64
01	11/24/2023	AT&T	ADDITIONAL SERVICE - MONTHLY	814-03-2023	/	89533	400.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	576.00
01	11/24/2023	AT&T	COMMERCIAL SERVICE - MONTHLY	814-03-2023	/	89533	325.00
01	11/24/2023	AT&T	INTERNET SERVICE - MONTHLY	814-03-2023	/	89533	3.00

INVOICE NO. 21224
INVOICE DATE 11/24/2023
LAS PALOMAS FIRE DEPT

CCA	DATE	NAME	DESCRIPTION	DATE REC'D	INVOICE #	DATE	AMOUNT
BOND							
243.48							
01	8/29/09	BILLBOARD ACCOUNT NO. 418 DET	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
10/06/2011							
COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
4.79							
01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
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COMPLAINT FORM							
TICKET #4473							
2011 10/06/2011							
W/ OBSERVATION							
41.96							
33/11/2021					70349	11/11	1.00
CONSTRUCTION FEES							
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01	8/29/09	CARDO REMITTANCE	REMARKS WATER	805-85-2881	70349	10/15/2011	23.99
TICKET #4473							
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TICKET #4473							
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CD	DATE	NAME	DESCRIPTION	Line Item	Invoice #	DATE	Amount
PROJECT 0131512 00							
PROFESSIONAL SERVICES FROM							
8/29/2023 TO 08/29/2023							
SERRA COUNTY LANDFILL							
ENVIRONMENTAL MONITORING/REPORTS 400-47-1992							
FY 22-24							
WM CRT SERRA COUNTY							
INV 400-2003623-20-1							
DATE 10/11/2023							
DATE 09/12/2023							
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Clt	DATE	Name	Description	Line Item	Invoice #	DATE	AMOUNT
			CUST 45325				
			INV #8035-21812*				
			DATE 10/15/2003				
			PAINTS & MATERIALS	452-BU-2330	91285	11/27/97	1.39
			CUST 45325				
			INV #8038-11875*				
			DATE 10/26/2001				
			PAINTS				

LAS PALMAS EMS	151.46	BOND	428.51				
01 8129476		SILVERA COUNTY REGIONAL	408-12-3119				
25124 50		INV #810323					
10/28/2003		DATE 10/25/2003					
		SERVICES					
		SILVERA COUNTY					

CAMPBELL/STATION	24306.63						
01 8129476		SILVERA ELECTRIC CO-OP, INC.	807-VN-356J				
1316 01		ACCOUNT NO 378EL-3380L-142100L					
31/03/2003		INVOICE NO 330					
		ALLSBERG JV	408-VN-356J				
		ACCOUNT NO 837EL					
		WESTON FIRE DEPT	410-VA-356J				
		ACCOUNT NO 238EL-44857L-156750					
		INVOICE NO 5282					
		WESTON FIRE DEPT	410-VA-356J				
		ACCOUNT NO 831EL					
		WESTON FIRE DEPT	410-VA-356J				
		ACCOUNT NO 847EL09					
		CAMPBELL FIRE DEPT	410-VA-356J				
		ACCOUNT NO 338201-744490-744510					
		INVOICE NO 5343					
		LAS PALMAS FIRE DEPT	410-VA-356J				
		ACCOUNT NO 145EL01					
		POVERTY CREEK FIRE DEPT	430-VA-356J				
		ACCOUNT NO 645EL00					
		ALLSBERG TRANSFER STATION	809-VA-356J				
		ACCOUNT NO 638EL					
		WESTON TRANSFER STATION	809-VA-356J				
		ACCOUNT NO 331EL					
		DATE 10/15/2003					
		BILLING PERIOD SEPTEMBER 2003					

WESTON FIRE	795.33	WESTON	151.21	WESTON FIRE	148.41		
CAMPBELL FIRE	759.41	LAS PALMAS FIRE	80.30	POVERTY CREEK FIRE	90.92		
LANCEILL	69.39						
01 8129476		SILVERA EMERGENCY VEHICLE (97) DIAGNOSTICS OF FIRE TRUCK	423-80-2330				
4462 42		PART FUEL MOUNT	413-60-2330				
10/22/2003		PART FUEL MOUNT	413-60-2330				
		PART 01 KIT RELEASE VALVE	413-80-2330				
		SERVICE FUEL BENDING UNIT	413-80-2330				
		REMOVE PART BENDING NEW KIT	413-80-2330				
		TAX ON LABOR	413-80-2330				
		INVOICE 31 REFERS					

QTY DATE NAME

10/11/2021

RECEIVED BAKED FLOUR/65A
MILK CREAM
SEPTEMBER 2021 INVOICES
INVOICE DATE 09/28/2021
CUMULATIVE TOTALING
RECEIVED BAKED FLOUR/65A
INVOICING DATE
SEPTEMBER 2021 INVOICES
INVOICE DATE 09/28/2021
CASE MANAGEMENT
AUGUST 2021
SEPTEMBER 2021
INVOICING DATE 10/26/2021
STANDARD VARIETY ONE

MRSA NAME: 14850 03 RISE GRAPE 3000 35 UNIT 2800000 FEES FUSD 555.03

03/09/2017 079.49

DATE 09/28/2021
FACILITIES MANAGEMENT
ACCT #201206002-00001
575 740-0650 375 140-0010
109 89045312911
08/26-09/25
DATE 09/28/2021
FACILITIES MANAGEMENT
ACCT #201206002-00001
575 740-0650 375 140-0010
109 89045312911
08/26-09/25

DATE 09/28/2021
ROAD DEPARTMENT
ACCT #201206002-00001
575 740-0650 375 140-0010
109 89045312911
08/26-09/25
DATE 09/28/2021
FIRE ALARMS/POISONS
ACCT #201206002-00001
575 740-0650 375 140-0010
109 89045312911
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MILK CREAM
SEPTEMBER 2021 INVOICES
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CUMULATIVE TOTALING
RECEIVED BAKED FLOUR/65A
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SEPTEMBER 2021 INVOICES
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CASE MANAGEMENT
AUGUST 2021
SEPTEMBER 2021
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MRSA NAME: 14850 03 RISE GRAPE 3000 35 UNIT 2800000 FEES FUSD 555.03

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575 740-0650 375 140-0010
109 89045312911
08/26-09/25

DATE 09/28/2021
FIRE ALARMS/POISONS
ACCT #201206002-00001
575 740-0650 375 140-0010
109 89045312911
08/26-09/25

CP#	DATE	NAME	CREDIT POINT	LEAD TIME	END DATE	PO #	AMOUNT
354.41							14.01
10/26/2023							85.41

PROPERTY ASSESSMENTS 104.11							

ED 8030731	10/26/2023	LATIELLAH ASHLEY D					345.87
812.84							44.00
10/26/2023							135.02
							24.01

PROPERTY ASSESSMENTS 812.84							

ED 812385	10/26/2023	GARCIA GENESEY D					27.13
2008.64							42.76
10/26/2023							503.52
							232.02
							55.48
							37.69

PROPERTY ASSESSMENTS 685.76							

ED 803379	10/26/2023	MURPHY MICHAEL D					3455.12
1695.70							
10/26/2023							

PROPERTY ASSESSMENTS 1855.50							

ED 803378	10/26/2023	MONTANARO KIMBERLYA					50.30
1732.75							23.54
10/26/2023							332.08
							334.77
							74.02
							49.38
							74.02
							49.34

PROPERTY ASSESSMENTS 190.59 REAPPAVAL FUND							

ED 803373	11/26/2023	SCOTT JILLIAN ANN					540.50
726.14							72.58
11/26/2023							77.68

PROPERTY ASSESSMENTS 176.14							

ED 803310	12/14/2023	MORANKE VERGILVEN					3255.75
1285.75							
12/14/2023							

PROPERTY ASSESSMENTS 1235.79							

ED 8030731	11/24/2023	KANJON CARTNEY					913.39
826.36							124.70
11/24/2023							62.87

OFFICE OF COUNTY CLERK 874.86							

ED 8030742	12/14/2023	DAVIS EILEEN E					742.12
844.80							23.28
12/14/2023							88.49

CHECK LISTING RESOLUTION 11-0-199									
DATE: 11/28/23 14:14:14 CHECKED:									
DATE	TIME	NAME	DESCRIPTION	DATE	INVOICE #	DATE	PO #	AMOUNT	
10/26/2023									
EMERGENCY WORK SERVICE 1139 14									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 424-01-200	/	/	/		1186.28	
1746.24									
10/28/2023									
EMERGENCY WORK SERVICE 1138 24									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		1139.68	
1239.68									
10/26/2023									
PACIFIC UTILITIES MANAGEMENT 1139 68									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		119.10	
862.24									
11/16/2023									
PACIFIC UTILITIES MANAGEMENT 863 24									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		863.65	
1046.89									
11/24/2023									
PACIFIC UTILITIES MANAGEMENT 1138 33									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		822.84	
1187.89									
11/29/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
846.84									
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
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11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

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11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
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11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R	PM-10/10/2023 TO-10/21/2023 401-01-200	/	/	/		484.30	
11/26/2023									
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11/26/2023									
PACIFIC UTILITIES MANAGEMENT 1137 04									

DO 8010179		MULLINAX, GARY R							

CD	DATE	NAME	DESCRIPTION	DATE	INVOICE #	AMOUNT
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Case	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	AMOUNT
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	APCOUNA, VESCENT E	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		832.18
			PTPL PM-10/08/2023 TO-10/31/2023 403-08-2002	/	/		651.99
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		68.85
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		108.19
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	BLUES, JOSHUA D	PTVL PM-12/08/2023 TO-10/31/2023 431-38-2002	/	/		202.74
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	CARRERO, ALEJANDRO E	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		187.98
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		232.66
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		133.04
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	HAYES, MORGAN I	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		680.80
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		52.66
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		83.63
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	KOCTE, JOSHUA R	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		824.39
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		82.48
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		98.56
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	MAGDON, MARTIN D	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		3100.36
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		512.89
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		48.04
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		312.93
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	MURKIN, JOSE	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		871.29
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		85.04
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		334.04
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	MURKIN, JOSE	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		984.07
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		310.30
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		280.32
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		581.22
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		310.36
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	MURKIN, JOSE	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		1204.93
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		76.51
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		124.68
LAM ENFORCEMENT							
10/28/2023							
DO B033023	10/28/2023	MURKIN, JOSE	PTVL PM-12/08/2023 TO-10/21/2023 431-38-2002	/	/		1204.93
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		76.51
			PTPL PM-12/08/2023 TO-10/31/2023 403-08-2002	/	/		124.68

CHK	DATE	NAME	DESCRIPTION	LINE ITEM	INVOICE #	DATE	PO #	AMOUNT
CONCORD TV PRODUCTIONS 1131.34								
03 0319471		COOPERATIVE EDUCATIONAL SERVICES/CONCORD TV	117 90 1900		10752023	10/30/2023	10752	15875.93
15572.93		SEPTEMBER 2023					107526	
30/26/2023		DOCUMENT NO. 41-204303					107526	
		ACCOUNT INFORMATION					107526	
		STATEMENT DATE 10/19/2023					107526	
		CITY OF CONCORD TV DEPT					107526	
2040 35512.32								
03 0319478		CONTE GAS COMPANY INC	4111-00000 FIB	417-75-2632	10752023	10/17/2023		21.68
21.68		FIBER SERVICE						
30/26/2023		ACCT 4120103						
		DATE 09/23/2023						
HILLMANSON P206 41.98								
03 0319479		CITY OF CONCORD	CONCRETE SERVICES	416-201-2824	10752023	10/22/2023	416 20	412.20
412.20		DOS 39/13/2023						
10/26/2023		APPROVED BY CONCORD						
		BY 11/07/2023						
CITY EMPLOYEES 412.40								
03 0319482		CONCORD CITY FINANCIAL SVS.	SEPTEMBER 2023	625-80-4844	30152023	10/15/2023	70777	3800.00
3800.00		D 86250706					70777	
10/26/2023		09/01-09/30/2023					70777	
		BOOKING 825003176						
		SC DETENTION						
CONFECTION FEES 3800.00								
03 0319483		EL PASO ELECTRIC COMPANY	ABILEE SENIOR CENTER	401-37-7587	32262023	10/16/2023	18.00	38.00
18.00		ACCT 2843110030						
10/26/2023		11/08 20 NOV 163 ABILEE						
		04/06-10/31/2023						
		BILL DATE 10/04/2023						
		ABILEE FIRE DEPT						
		ACCT 2725110030						
		04/06-10/31/2023						
		ABILEE SENIOR CENTER						
		BILL DATE 10/04/2023						
		ABILEE FIRE DEPT						
		ACCT 2643110030						
		10/1 8 GRAND PERSON RD						
		04/06-10/31/2023						
		BILL DATE 10/04/2023						
FACILITIES MANAGEMENT 985.20								
03 0319483		EMERGENCY SERVICE MARKETING COMPANY	939-77-2300		30262023	10/30/2023	70591	985.20
985.20		10/08/2023					70591	
10/26/2023		EMERGENCY NO. 23-43164						
		BOOKING DATE 10/23/2023						
		ABILEE DEPT FIRE DEPT						
ABILEE/DEPT FIRE		985.20						

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FACTS AND FIGURES 63. 05

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SEPTEMBER 2023 - NOVEMBER 2023
ANNOUNCE DATE 10/28/2023

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Doc	DATE	Num	Description	Line Item	Invoice #	Qty	Amount

51 01/08/23	01/08/23	001 0000	30 350 GALLONS OF UNLEADED	400-00-3441	10342223	33/56/2023	51.55
1 284.40			SIERRA COUNTY ADDRESS				1.00
10/26/2023			70 410 GALLONS OF UNLEADED	400-00-3441			125.85
			SIERRA COUNTY CLERK				1.00
			975 495 GALLONS DIESEL/UNLEADED	400-00-3441			1638.13
			SIERRA COUNTY ATTORNEY				1.00
			97 611 GALLONS DIESEL/UNLEADED	400-00-3441			435.85
			THE OCTAVE TREE/ROSE GRANT				1.00
			147 376 GALLONS DIESEL/UNLEADED	400-00-3441			588.84
			SIERRA COUNTY FACILITIES MGMT				1.00
			70 339 GALLONS DIESEL/UNLEADED	400-00-3441			298.11
			CANALLO FIRE DEPT				1.00
			23 534 GALLONS OF DIESEL	400-00-3441			101.47
			CAS PALOMAS FIRE DEPT				1.00
			96 337 GALLONS OF UNLEADED	400-00-3441			283.22
			EMERGENCY SERVICES ADMINISTRATION				1.00
			36 981 GALLONS OF UNLEADED	400-00-3441			145.72
			EMERGENCY COORDINATOR				1.00
			94 949 GALLONS DIESEL/UNLEADED	400-00-3441			445.80
			CAS PALOMAS BNC				1.00
			1095 101 GALLONS DIESEL/UNLEADED	400-00-3441			818.24
			SIERRA COUNTY ROAD DEPT				1.00
			400 400 GALLONS DIESEL/UNLEADED	400-00-3441			892.11
			SIERRA COUNTY LANDFILL				1.00
			18 326 GALLONS OF UNLEADED	400-00-3441			72.56
			SIERRA COUNTY REGIONAL DISPATCH				1.00
			1001 143 GALLONS OF UNLEADED	400-00-3441			454.59
			SIERRA COUNTY SHERIFF'S DEPT				1.00
			EMPLOYEE NO. 82343100				
			INVOICE DATE 01/17/2023				
			ACCOUNT NO. 3446-30-332004-3				

RECURRING FUND	51 01/08/23	001 0000	30 350 GALLONS OF UNLEADED	400-00-3441	10342223	33/56/2023	51.55
ACT GRANT			SIERRA COUNTY ADDRESS				1.00
CAS PALOMAS FIRE			70 410 GALLONS OF UNLEADED	400-00-3441			125.85
CAS PALOMAS BNC			SIERRA COUNTY CLERK				1.00
DISPATCH			975 495 GALLONS DIESEL/UNLEADED	400-00-3441			1638.13
			SIERRA COUNTY ATTORNEY				1.00
			97 611 GALLONS DIESEL/UNLEADED	400-00-3441			435.85
			THE OCTAVE TREE/ROSE GRANT				1.00
			147 376 GALLONS DIESEL/UNLEADED	400-00-3441			588.84
			SIERRA COUNTY FACILITIES MGMT				1.00
			70 339 GALLONS DIESEL/UNLEADED	400-00-3441			298.11
			CANALLO FIRE DEPT				1.00
			23 534 GALLONS OF DIESEL	400-00-3441			101.47
			CAS PALOMAS FIRE DEPT				1.00
			96 337 GALLONS OF UNLEADED	400-00-3441			283.22
			EMERGENCY SERVICES ADMINISTRATION				1.00
			36 981 GALLONS OF UNLEADED	400-00-3441			145.72
			EMERGENCY COORDINATOR				1.00
			94 949 GALLONS DIESEL/UNLEADED	400-00-3441			445.80
			CAS PALOMAS BNC				1.00
			1095 101 GALLONS DIESEL/UNLEADED	400-00-3441			818.24
			SIERRA COUNTY ROAD DEPT				1.00
			400 400 GALLONS DIESEL/UNLEADED	400-00-3441			892.11
			SIERRA COUNTY LANDFILL				1.00
			18 326 GALLONS OF UNLEADED	400-00-3441			72.56
			SIERRA COUNTY REGIONAL DISPATCH				1.00
			1001 143 GALLONS OF UNLEADED	400-00-3441			454.59
			SIERRA COUNTY SHERIFF'S DEPT				1.00
			EMPLOYEE NO. 82343100				
			INVOICE DATE 01/17/2023				
			ACCOUNT NO. 3446-30-332004-3				

RECURRING FUND	51 01/08/23	001 0000	30 350 GALLONS OF UNLEADED	400-00-3441	10342223	33/56/2023	51.55
ACT GRANT			SIERRA COUNTY ADDRESS				1.00
CAS PALOMAS FIRE			70 410 GALLONS OF UNLEADED	400-00-3441			125.85
CAS PALOMAS BNC			SIERRA COUNTY CLERK				1.00
DISPATCH			975 495 GALLONS DIESEL/UNLEADED	400-00-3441			1638.13
			SIERRA COUNTY ATTORNEY				1.00
			97 611 GALLONS DIESEL/UNLEADED	400-00-3441			435.85
			THE OCTAVE TREE/ROSE GRANT				1.00
			147 376 GALLONS DIESEL/UNLEADED	400-00-3441			588.84
			SIERRA COUNTY FACILITIES MGMT				1.00
			70 339 GALLONS DIESEL/UNLEADED	400-00-3441			298.11
			CANALLO FIRE DEPT				1.00
			23 534 GALLONS OF DIESEL	400-00-3441			101.47
			CAS PALOMAS FIRE DEPT				1.00
			96 337 GALLONS OF UNLEADED	400-00-3441			283.22
			EMERGENCY SERVICES ADMINISTRATION				1.00
			36 981 GALLONS OF UNLEADED	400-00-3441			145.72
			EMERGENCY COORDINATOR				1.00
			94 949 GALLONS DIESEL/UNLEADED	400-00-3441			445.80
			CAS PALOMAS BNC				1.00
			1095 101 GALLONS DIESEL/UNLEADED	400-00-3441			818.24
			SIERRA COUNTY ROAD DEPT				1.00
			400 400 GALLONS DIESEL/UNLEADED	400-00-3441			892.11
			SIERRA COUNTY LANDFILL				1.00
			18 326 GALLONS OF UNLEADED	400-00-3441			72.56
			SIERRA COUNTY REGIONAL DISPATCH				1.00
			1001 143 GALLONS OF UNLEADED	400-00-3441			454.59
			SIERRA COUNTY SHERIFF'S DEPT				1.00
			EMPLOYEE NO. 82343100				
			INVOICE DATE 01/17/2023				
			ACCOUNT NO. 3446-30-332004-3				

RECURRING FUND	51 01/08/23	001 0000	30 350 GALLONS OF UNLEADED	400-00-3441	10342223	33/56/2023	51.55
ACT GRANT			SIERRA COUNTY ADDRESS				1.00
CAS PALOMAS FIRE			70 410 GALLONS OF UNLEADED	400-00-3441			125.85
CAS PALOMAS BNC			SIERRA COUNTY CLERK				1.00
DISPATCH			975 495 GALLONS DIESEL/UNLEADED	400-00-3441			1638.13
			SIERRA COUNTY ATTORNEY				1.00
			97 611 GALLONS DIESEL/UNLEADED	400-00-3441			435.85
			THE OCTAVE TREE/ROSE GRANT				1.00
			147 376 GALLONS DIESEL/UNLEADED	400-00-3441			588.84
			SIERRA COUNTY FACILITIES MGMT				1.00
			70 339 GALLONS DIESEL/UNLEADED	400-00-3441			298.11
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			1095 101 GALLONS DIESEL/UNLEADED	400-00-3441			818.24
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RECURRING FUND	51 01/08/23	001 0000	30 350 GALLONS OF UNLEADED	400-00-3441	10342223	33/56/2023	51.55
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			THE OCTAVE TREE/ROSE GRANT				1.00
			147 376 GALLONS DIESEL/UNLEADED	400-00-3441			588.84
			SIERRA COUNTY FACILITIES MGMT				1.00
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			CANALLO FIRE DEPT				1.00
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			1095 101 GALLONS DIESEL/UNLEADED	400-00-3441			818.24
			SIERRA COUNTY ROAD DEPT				1.00
			400 400 GALLONS DIESEL/UNLEADED	400-00-3441			892.11
			SIERRA COUNTY LANDFILL				1.00
			18 326 GALLONS OF UNLEADED	400-00-3441			72.56
			SIERRA COUNTY REGIONAL DISPATCH				1.00
			1001 143 GALLONS OF UNLEADED	400-00-3441			454.59
			SIERRA COUNTY SHERIFF'S DEPT				1.00
			EMPLOYEE NO. 82343100				
			INVOICE DATE 01/17/2023				
			ACCOUNT NO. 3446-30-332004-3				

RECURRING FUND	51 01/08/23	001 0000	30 350 GALLONS OF UNLEADED	400-00-3441	10342223	33/56/2023	51.55
ACT GRANT			SIERRA COUNTY ADDRESS				1.00

CHA	DATE	TYPE	DESCRIPTION	LINE ITEM	PROJECT & DATE	DO #	AMOUNT
DETENTION OFFICE							
C-03	8/23/2024			403-04-2808	/ /	10178	206.63
SER	REQ-23803						1.00
LEV	80-9831209						
DATE	11/01/2023						
DETENTION BOOKING							
CUST	87239892			401-05-2893	/ /	70210	212.31
SER	REQ-233156						1.00
LEV	80-9831211						
DATE	11/21/2023						
DETENTION							
CUST	87239892			401-05-2893	/ /	70206	212.66
SER	REQ-230614						1.00
LEV	80-9831212						
DATE	10/31/2023						
SERIAL#	DEPT			401-05-2893	/ /	70205	212.81
CUST	87239892						1.00
SER	REQ-230614						
LEV	80-9831212						
DATE	10/31/2023						
SACRA COUNTY REGIONAL DETENTION							
CUST	87239892			634-12-2896	/ /	70118	276.74
SER	REQ-230608						1.00
LEV	811921213						
DATE	10/01/2023						
CLERK							
CUST	87239892			634-12-2896	/ /	70117	271.87
SER	REQ-230606						1.00
LEV	80-9831220						
DATE	10/01/2023						
CLERK							
CUST	87239892			634-12-2896	/ /	70117	283.40
SER	REQ-436832						1.00
LEV	80-9831220						
DATE	10/01/2023						
ADMINISTRATION							
CUST	87239892			421-02-2898	10/06/24 10/06/2023	70136	373.70
SER	REQ-256543						1.00
LEV	80-9831314						
DATE	10/31/2023						
STATE DEC PAYOR 11/11/2023 401-01-2801							
STATE	DEC	PAYOR	10/11/2023	421-03-2103	/ /		68.63
STATE	DEC	PAYOR	10/11/2023	421-03-2103	/ /		68.62
STATE	DEC	PAYOR	10/11/2023	421-03-2103	/ /		164.14
STATE	DEC	PAYOR	10/11/2023	421-04-2103	/ /		92.16
STATE	DEC	PAYOR	10/11/2023	421-04-2103	/ /		192.87
STATE	DEC	PAYOR	10/11/2023	421-04-2103	/ /		78.29
STATE	DEC	PAYOR	10/11/2023	421-04-2103	/ /		182.24
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		81.14
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		195.76
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		82.78
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		201.24
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		20.89
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		471.23
STATE	DEC	PAYOR	10/11/2023	421-01-2103	/ /		36.35

CHG DESCRIPTION FREQ 231 34 RQAG 164.19 DETENTION 496 33

PROJECT ASSESSMENT 175 33 LAV ENCOURAGEMENT 212.03 DISPATCH 276 74

NOTIFICATION AND FILING 460 07 ADMINISTRATION 313.70

STATE DEC PAYOR 11/11/2023 401-01-2801

STATE DEC PAYOR 10/11/2023 421-03-2103

STATE DEC PAYOR 10/11/2023 421-03-2103

STATE DEC PAYOR 10/11/2023 421-04-2103

STATE DEC PAYOR 10/11/2023 421-04-2103

STATE DEC PAYOR 10/11/2023 421-04-2103

STATE DEC PAYOR 10/11/2023 421-04-2103

STATE DEC PAYOR 10/11/2023 421-01-2103

STATE DEC PAYOR 10/11/2023 421-01-2103

STATE DEC PAYOR 10/11/2023 421-01-2103

STATE DEC PAYOR 10/11/2023 421-01-2103

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STATE DEC PAYOR 10/11/2023 421-01-2103

STATE DEC PAYOR 10/11/2023 421-01-2103

CITY	DATE	TIME	DESCRIPTION	LINE ITEM	INVOICE #	AMOUNT	
CONTRACTS/CHURCH	OFFICE OF COUNTY CLERK	11:34	ADMINISTRATIVE	STATE	360	PAYDAY 10/12/2023 421-15-1001	15.69
				STATE	360	PAYDAY 10/12/2023 422-06-1002	4,196.94
				STATE	360	PAYDAY 10/12/2023 423-01-1004	18.72
				STATE	360	PAYDAY 10/12/2023 424-01-1004	5.64
				STATE	360	PAYDAY 10/12/2023 427-08-1004	28.91
				STATE	360	PAYDAY 10/12/2023 428-08-1004	48.15
				STATE	360	PAYDAY 10/12/2023 429-08-1004	24.94
				STATE	360	PAYDAY 10/12/2023 430-08-1004	66.96
				STATE	360	PAYDAY 10/12/2023 431-01-1001	32.03
				STATE	360	PAYDAY 10/12/2023 432-01-1001	2,500.16
				STATE	360	PAYDAY 10/12/2023 433-01-1001	38.63
				STATE	360	PAYDAY 10/12/2023 434-01-1001	8,714.43
				STATE	360	PAYDAY 10/12/2023 435-01-1001	144.88
				STATE	360	PAYDAY 10/12/2023 436-01-1001	42.66
				STATE	360	PAYDAY 10/12/2023 437-08-1004	142.61
				STATE	360	PAYDAY 10/12/2023 438-08-1004	70.20
				STATE	360	PAYDAY 10/12/2023 439-08-1004	3,779.98
				STATE	360	PAYDAY 10/12/2023 440-01-1001	81.72
				STATE	360	PAYDAY 10/12/2023 441-01-1001	1,556.71
				STATE	360	PAYDAY 10/12/2023 442-01-1001	81.74
				STATE	360	PAYDAY 10/12/2023 443-01-1001	9,220.91
				STATE	360	PAYDAY 10/12/2023 444-01-1001	84,710
				STATE	360	PAYDAY 10/12/2023 445-01-1001	30.80
				STATE	360	PAYDAY 10/12/2023 446-01-1001	35.89
				STATE	360	PAYDAY 10/12/2023 447-01-1001	180.10
				STATE	360	PAYDAY 10/12/2023 448-01-1001	18.72
				STATE	360	PAYDAY 10/12/2023 449-01-1001	5.64
				STATE	360	PAYDAY 10/12/2023 450-01-1001	38.77
				STATE	360	PAYDAY 10/12/2023 451-01-1001	77.10
				STATE	360	PAYDAY 10/12/2023 452-01-1001	146.75
				STATE	360	PAYDAY 10/12/2023 453-01-1001	66.86
				STATE	360	PAYDAY 10/12/2023 454-01-1001	11.33
				STATE	360	PAYDAY 10/12/2023 455-01-1001	181.90
				STATE	360	PAYDAY 10/12/2023 456-01-1001	823.37
CONTRACTS/CHURCH	OFFICE OF COUNTY CLERK	11:34	ADMINISTRATIVE	STATE	360	PAYDAY 10/12/2023 457-01-1001	3,710.31
				STATE	360	PAYDAY 10/12/2023 458-01-1001	1,728.74
				STATE	360	PAYDAY 10/12/2023 459-01-1001	2,371.61
				STATE	360	PAYDAY 10/12/2023 460-01-1001	561.88
				STATE	360	PAYDAY 10/12/2023 461-01-1001	2,900.63
				STATE	360	PAYDAY 10/12/2023 462-01-1001	722.42
				STATE	360	PAYDAY 10/12/2023 463-01-1001	342.81
				STATE	360	PAYDAY 10/12/2023 464-01-1001	846.46
				STATE	360	PAYDAY 10/12/2023 465-01-1001	540.14
CONTRACTS/CHURCH	OFFICE OF COUNTY CLERK	11:34	ADMINISTRATIVE	STATE	360	PAYDAY 10/12/2023 466-01-1001	837.10
				STATE	360	PAYDAY 10/12/2023 467-01-1001	1,748.25
				STATE	360	PAYDAY 10/12/2023 468-01-1001	16,745.54
				STATE	360	PAYDAY 10/12/2023 469-01-1001	97.74
				STATE	360	PAYDAY 10/12/2023 470-01-1001	141.00
				STATE	360	PAYDAY 10/12/2023 471-01-1001	311.37
				STATE	360	PAYDAY 10/12/2023 472-01-1001	311.37
				STATE	360	PAYDAY 10/12/2023 473-01-1001	311.37
				STATE	360	PAYDAY 10/12/2023 474-01-1001	311.37

[illegible]

LINE	DATE	NAME	DESCRIPTION	CY	TYPE	INVOICE #	DATE	AMOUNT
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OFFICE OF COUNTY CLERK 802 19

2024 JUL-08-23 15:15:15 TOTAL

C E R T I F I C A T E

TOTAL WARRANTS PRINTED 100

THE UNDERSIGNED MEMBERS OF THE ELDERA COUNTY BOARD OF COMMISSIONERS DO CERTIFY THAT THE CLAIMS EXPANDED ABOVE WERE APPROVED AND
ALLOWED & FOR AUTHORITY THE WARRANTS AGAINST THE FIDELITY OF ELDERA COUNTY FOR THE SUM OF \$ 1,151,473.33 ON ACCOUNT OF OBLIGATIONS IN-
CURRED FOR THE SERVICES AS SHOWN ABOVE FOR THE PERIOD ENDING 11/14/7822 - WE CERTIFY THAT THE ACT-IM MANDATED PAYMENTS ARE LEGALLY
DUEED UNDER THE CONSTITUTION OF THE STATUTES OF NEW MEXICO TO RECEIVE THE COMPENSATION SETOUT HEREIN THAT THE SERVICES HAVE BEEN
PERFORMED AS STATED IN THE ACCOUNTS HEREIN, THAT THEY ARE NECESSARY AND PROPER THAT THIS VOUCHER HAS BEEN EXAMINED, THAT THE
AMOUNTS CLAIMED ARE JUST, REASONABLE, AND AS REQUIRED AND THAT NO PART HAS BEEN PAID BY ELDERA COUNTY

SIGNED

ATTEST BY

..... JAMES HANCOCK, COMMISSIONER SHERIFF TRUSTED, COUNTY CLERK

State of New Mexico

Shelly K. Trujillo
County Clerk
575-894-2840

Candace Chavez
County Treasurer
575-894-3524

Michael Huston
County Assessor
575-894-2589

Tom Pestak
Probate Judge
575-740-4900



1712 N. Date, Suite D
Truth or Consequences, New Mexico 87901

Amber Vaughn, County Manager
575-894-6215 voice 575-894-9348 fax

County of Sierra

James Paxson
Commissioner
575-894-6215

Hank Hopkins
Commissioner
575-894-6215

Travis Day
Commissioner
575-894-6215

Joshua Baker
County Sheriff
575-894-9150

Resolution No. 110-198

A Budget/Line Item Adjustment Resolution Increase Revenue and Expense in Funds 401 and 406.

Whereas, the Board of Sierra County Commissioners, meeting in regular public session November 14, 2023, deem it necessary to increase in the said line items in the budget;

Whereas, money received from BLM Geothermal Lease, money received from NM Association of Counties Multi-Line for settlement payment on 2016 Ford Explorer in Sheriff's Department, money received from Kirikos Family Funeral Home for a burial that the family took care of and new line item in CLLA ;

Therefore Be It Resolved, that the Sierra County Board of Commissioners hereby move to Implement the line item adjustments in the FY 2023-2024 Operating Budget as described below:

Increase Revenue

401-0-1285	General-BLM GeoThermal Lease	\$	150.88
401-0-1260	General-Refunds/Reimbursements	\$	12,774.48
406-0-1260	Indigent-Refunds/Reimbursements	\$	600.00

Increase Expense

406-70-2668	Indigent-Indigent Burial	\$	600.00
401-08-2900	Law Enforcement-Capital Outlay	\$	12,774.48
428-00-2096	CLLA-Probable Kills	\$	200,000.00

Passed, Approved and Adopted this 14th day of November 2023.

Board of County Commissioners
Sierra County, New Mexico

Attest:

Travis Day, Chairman

James Paxon, Vice-Chairman

Shelly K. Trujillo, County Clerk

Hank Hopkins, Member

State of New Mexico

Shelly Trujillo
County Clerk
575-894-2840

Candace Chavez
County Treasurer
575-894-3524

Michael Huston
County Assessor
575-894-2589

Tom Pestak
Probate Judge
575-894-2840



County of Sierra

Travis Day
Chairman
575-894-6215

William Hopkins
Commissioner
575-894-6215

James Paxon
Vice-Chairman
575-894-6215

Josh Baker
County Sheriff
575-894-9150

1712 Date
Truth or Consequences, New Mexico 87901

Amber Vaughn County Manager
575-894-6215 voice 575-894-9548 fax

BOARD OF COUNTY COMMISSIONERS
SIERRA COUNTY, NEW MEXICO
Resolution No. 110-199

Indigent Claims

WHEREAS, the Board of Sierra County Commissioners has received Indigent Hospital and Medical Claim request for those persons unable to make proper restitution for Medical Services in the amount of 8820.59 new claims, and;

WHEREAS, the Sierra County Board of Commissioners desire to provide for the equitable and reasonable payment of claims, and;

THEREFORE BE IT RESOLVED, that the Sierra County Board of Commissioners hereby approve payment to those Indigent Hospital Claims in the amount of:

Sole community Providers in the amount of \$ 8820.59

to be deducted from the proper funds appropriated in the 2023-2024PY Budget. November 14, 2023

Board of County Commissioners
Sierra County, NM

TRAVIS DAY, CHAIRMAN

JAMES PAXON, VICE-CHAIRMAN

Attest:

SHELLY K. TRUJILLO
SIERRA COUNTY CLERK

WILLIAM HOPKINS, COMMISSIONER

SIERRA COUNTY INDIGENT HEALTH CARE
RESOLUTION NO. 110-

CLAIMS APPROVED FOR \$ 8820.59

VENDOR# 12775 LUNA COUNTY DETENTION	1	\$ 8502.13
VENDOR# 5616 CHETAH SHIVARAM DDS	6	\$ 318.46

Total	8820.59
-------	---------

Source Totals Report
County Of Sierra
Batch Dates 11/21/2023 through 11/21/2023
For Vendor: All Vendors

Source	Description	Amount Billed	Amount Paid
02	Jail - In House Inmate Service	8,502.13	8,502.13
07	Jail - Dental	329.60	318.46
Expenditures		8,831.73	8,820.59
Reimb/Adjustments			
Grand Total		8,831.73	8,820.59

Source Totals Report Detail
Invoice #

	Source	DOS	Amount Billed	Amount Paid
INMATE*2775*28	02	01/07/2023	110.00	110.00
INMATE*2775*26	02	10/11/2023	1,302.45	1,302.45
INMATE*2775*26	02	10/11/2023	2,082.05	2,082.05
INMATE*2775*26	02	10/11/2023	1,804.18	1,804.18
INMATE*2775*27	02	05/01/2023	654.45	654.45
INMATE*2775*27	02	06/01/2023	1,557.99	1,557.99
INMATE*2775*27	02	04/01/2023	775.01	775.01
INMATE*2775*27	02	06/01/2023	216.00	216.00
3 invoices, 8 line items			8,502.13	8,502.13
12911*5616*1	07	09/07/2023	28.94	28.94
12911*5616*1	07	09/07/2023	11.14	11.14
12911*5616*1	07	09/07/2023	11.14	11.14
13763*5616*3	07	09/07/2023	28.94	28.94
13763*5616*3	07	09/07/2023	11.14	11.14
13763*5616*3	07	09/07/2023	11.14	11.14
15480*5616*1	07	09/07/2023	28.94	28.94
15480*5616*1	07	09/07/2023	11.14	11.14
15480*5616*1	07	09/07/2023	11.14	11.14
16408*5616*1	07	09/07/2023	28.94	28.94
16408*5616*1	07	09/07/2023	11.14	11.14
16408*5616*1	07	09/07/2023	11.14	11.14
5956*5616*1	07	09/07/2023	28.94	28.94
5956*5616*1	07	09/07/2023	11.14	11.14
5956*5616*1	07	09/07/2023	11.14	11.14
5956*5616*1	07	09/07/2023	11.14	11.14
12144*5616*3	07	09/07/2023	28.94	28.94
12144*5616*3	07	09/07/2023	11.14	11.14
12144*5616*3	07	09/07/2023	11.14	11.14
12144*5616*3	07	09/07/2023	11.14	0.00
6 invoices, 20 line items			329.60	318.46

Grand Totals	8,831.73	8,820.59
---------------------	-----------------	-----------------

9 invoices listed.
28 line items listed.

Claim of Exemption Tracking Sheet

Application submitted to Planning Coordinator

Submittal Date: 10/17/2023

Sierra County Case No. 23-004

Acct Number(s): 8069

Property Tax Amount: \$1041.32

Planning Coordinator

- ☒ Accepts application, creates tracking sheet
- ☒ Collects \$50 non-refundable fee
- ☒ Obtains receipt from Treasurer, provides original to Applicant, copy with the application
- ☒ Computes preliminary taxes due, verifies with Assessor's Office, notified Applicant
- ☒ Reviews Application and supporting documentation for approval
- ☒ If OK, recommends approval and submits to Administrative Director to place on BOCC Agenda for next Commission Meeting with recommendation to approve

~~n/a~~ If not OK, returns to Applicant with request for additional information

Board of County Commissioners

- ☐ Approval, returns to Planning Coordinator with signed signature page
- ☐ Disapproval, returns to Planning Coordinator with no action.

Planning Coordinator

- ☐ Notifies Applicant of BOCC actions
- ☐ If approved, computes taxes due, verifies with Assessor's Office and/or Treasurer's Office, informs the Applicant
- ☐ When applicant comes to get the paperwork, directs to Treasurer for the tax payment

Treasurer

- ☐ Received tax payment, issues receipt – original to the Applicant, copy to the Development Coordinator to place in Claim of Exemption application file

Clerk

- ☐ Files / records the approved Claim of Exemption



CASHIER CHASE
SIERRA COUNTY TREASURER
1712 N DATE ST ST B
COR C, RM 37961
(575) 394-3521
CCHWAZ33JEPRACB.FRG
XMM.SIERRACO.DSC
#####

INDEBT * 50.00

DATE 10/17/2003

ST-TYPE

TRSA

THE SIERRA COUNTY TREASURER HAS
RECEIVED - 50.00

FROM: SUNDY MILLER & ASSOCIATES

CLAIM OF EXEMPTION

4017 1250

50.00

CASE # 03-000

RECAP TO #44274017 YC

Sierra County Case No. 23-004

I/We Denise Lorraine Daugherty
(List all owners of record)

_____, claim an exemption
from the requirements of the New Mexico Subdivision Act and the Sierra County Subdivision
Regulations for the following reason(s). I certify that this transaction involves Exemption
No(s) 4.

The property involved in this sale is described as follows: (insert exact legal description or note
attachments.)

I further certify that the information provided by me in this Claim of Exemption is true and
correct and that all documents attached to or enclosed with this Claim of Exemption are originals
or true complete and correct copies of all originals. Provide the legal descriptions of the new
divided parcels. (Use separate page if necessary to list all owners of record.)

Denise Lorraine Daugherty
Signature

Signature of Person Receiving Property

Denise Lorraine Daugherty
Print your name here

Print your name here

5051 S. Will Ave.
Address

Address

Las Cruces, NM 88011
City, State and Zip code

City, State and Zip code

575-644-7614
Telephone Number(s)

Telephone Number(s)

SUBSCRIBED AND SWORN to before me this 25th day of August
2022
STATE OF NEW MEXICO
COUNTY OF DOÑA ANA

STATE OF NEW MEXICO NOTARY PUBLIC BARBARA K. RODRIGUEZ COMMISSION # 1009151 COMMISSION EXPIRES: 08-06-2026
--

My Commission Expires:

8/6/2026

Barbara K. Rodriguez
NOTARY PUBLIC

Date: _____

Sierra County

STATE OF NEW MEXICO, County of Sierra I hereby certify that this instrument was filed for
record on the _____ day of _____, 20____, at _____ O'clock ____m and
duly recorded in Book _____, Page _____, of the Records of said County.

By: _____
Deputy Clerk

County Clerk

Sierra County Case No. 23-004

vWe Rose M Vigil
(List all owners of record)

_____, claim an exemption from the requirements of the New Mexico Subdivision Act and the Sierra County Subdivision Regulations for the following reason(s). I certify that this transaction involves Exemption No(s) 4

The property involved in this sale is described as follows: (insert exact legal description or note attachments.)

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true complete and correct copies of all originals. Provide the legal descriptions of the new divided parcels. (Use separate page if necessary to list all owners of record.)

Rose M Vigil
Signature

Rose M Vigil
Print your name here

Signature of Person Receiving Property

Print your name here

5204 Wyoming Blvd NE C2D
Address

Address

Albuquerque, NM 87111
City, State and Zip code

City, State and Zip code

575 770-2777
Telephone Number(s)

Telephone Number(s)

SUBSCRIBED AND SWORN to before me this 23rd day of August, 2022

My Commission Expires:

May 10th 2023

[Signature]
NOTARY PUBLIC

NICOLE CRANER
Notary Public - State of New Mexico
Commission # 1126043
My Comm. Expires May 10, 2023

Date: _____

Sierra County

STATE OF NEW MEXICO, County of Sierra I hereby certify that this instrument was filed for record on the _____ day of _____, 20____, at _____ O'clock _____m and duly recorded in Book _____, Page _____, of the Records of said County.

By: _____

Deputy Clerk

County Clerk

Sierra County Case No. 23-004

I/We Carrie T. Hearn
(List all owners of record)

_____, claim an exemption from the requirements of the New Mexico Subdivision Act and the Sierra County Subdivision Regulations for the following reason(s). I certify that this transaction involves Exemption No(s) 4.

The property involved in this sale is described as follows: (insert exact legal description or note attachments.)

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true complete and correct copies of all originals. Provide the legal descriptions of the new divided parcels. (Use separate page if necessary to list all owners of record.)

Carrie T. Hearn
Signature

Signature of Person Receiving Property

Carrie T. Hearn
Print your name here

Print your name here

PO Box 1853
Address

Address

Torric NM 87701
City, State and Zip code

City, State and Zip code

575-740-0871
Telephone Number(s)

Telephone Number(s)

SUBSCRIBED AND SWORN to before me this 6 day of September, 2022

My Commission Expires:

December 31, 2025

KAREN L. THOMPSON
NOTARY PUBLIC
STATE OF NEW MEXICO
COMMISSION # 1039285
COMMISSION EXPIRES: 12-31-2025

NOTARY PUBLIC

Date: _____

Sierra County

STATE OF NEW MEXICO, County of Sierra I hereby certify that this instrument was filed for record on the _____ day of _____, 20____, at _____ O'clock ____m and duly recorded in Book _____, Page _____, of the Records of said County.

By: _____
Deputy Clerk

County Clerk

Sierra County Case No. 23-004

I/We Don Trujillo
(List all owners of record)

_____, claim an exemption from the requirements of the New Mexico Subdivision Act and the Sierra County Subdivision Regulations for the following reason(s). I certify that this transaction involves Exemption No(s) _____.

The property involved in this sale is described as follows: (insert exact legal description or note attachments.)

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true complete and correct copies of all originals. Provide the legal descriptions of the new divided parcels. (Use separate page if necessary to list all owners of record.)

X Don Trujillo
Signature _____ Signature of Person Receiving Property _____

Print your name here Don Trujillo Print your name here _____

911 NW 5th
Address _____ Address _____

Truth or Conscience, NM 87901
City, State and Zip code _____ City, State and Zip code _____

(505) (469) 450-5644 / (575) 894-3171
Telephone Number(s) _____ Telephone Number(s) _____

SUBSCRIBED AND SWORN to before me this 15 day of December, 2022

My Commission Expires:

11-4-2023

Date: _____

Sierra County

STATE OF NEW MEXICO, County of Sierra I hereby certify that this instrument was filed for record on the _____ day of _____, 20____, at _____ O'clock _____ m and duly recorded in Book _____, Page _____, of the Records of said County.

By: _____ Deputy Clerk _____ County Clerk _____

Sierra County Case No. 23-004

I/We GARY TRIJILLA
(List all owners of record)

_____, claim an exemption
from the requirements of the New Mexico Subdivision Act and the Sierra County Subdivision
Regulations for the following reason(s). I certify that this transaction involves Exemption
No(s) _____.

The property involved in this sale is described as follows: (insert exact legal description or note
attachments.)

I further certify that the information provided by me in this Claim of Exemption is true and
correct and that all documents attached to or enclosed with this Claim of Exemption are originals
or true complete and correct copies of all originals. Provide the legal descriptions of the new
divided parcels. (Use separate page if necessary to list all owners of record.)

Gary Trijilla
Signature
Print your name here

Signature of Person Receiving Property

Print your name here

P.O. Box 454
Address

Address

Mimbres, NM. 88049
City, State and Zip code

City, State and Zip code

(575) 536-2100
Telephone Number(s)

Telephone Number(s)

SUBSCRIBED AND SWORN to before me this 20th day of August,
2023.

My Commission Expires:

January 15, 2024

Monica Moreno
NOTARY PUBLIC

MARISELA MORENO
Notary Public - State of New Mexico
Commission # 1114041
My Comm. Expires Jan 15, 2024

Date: _____

Sierra County

STATE OF NEW MEXICO, County of Sierra I hereby certify that this instrument was filed for
record on the _____ day of _____, 20____, at _____ O'clock ____m and
duly recorded in Book _____, Page _____, of the Records of said County.

By: _____
Deputy Clerk

County Clerk

Sierra County Case No. 23-004

I/We EARL TRUJILLO
(List all owners of record)

_____, claim an exemption from the requirements of the New Mexico Subdivision Act and the Sierra County Subdivision Regulations for the following reason(s). I certify that this transaction involves Exemption No(s) _____.

The property involved in this sale is described as follows: (insert exact legal description or note attachments.)

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true complete and correct copies of all originals. Provide the legal descriptions of the new divided parcels. (Use separate page if necessary to list all owners of record.)

Earl Trujillo Signature

Signature of Person Receiving Property

EARL TRUJILLO Print your name here

Print your name here

HC 31 Box 96C Address

Address

CABALLA NM 87931 City, State and Zip code

City, State and Zip code

575-770-2565 Telephone Number(s)

Telephone Number(s)

SUBSCRIBED AND SWORN to before me this 20th day of August, 2022

My Commission Expires.

January 15, 2024

Marisela Moreno
NOTARY PUBLIC



Date: _____

Sierra County
STATE OF NEW MEXICO, County of Sierra I hereby certify that this instrument was filed for record on the ____ day of _____, 20____, at ____ O'clock ____m and duly recorded in Book _____, Page _____, of the Records of said County.

By: _____ Deputy Clerk

County Clerk

If a copy of a certified survey is not required and does not accompany the Claim of Exemption the exact legal description of the property involved must be inserted in the appropriate space on the Claim of Exemption.

Return original document to:

Name Mark A. Fikes, Esq.
Mailing Address P.O. Drawer 391, Torrey, NV 89790
Street address or P.O. Box

City, State, Zip Code

Telephone Number(s) (575) 884-7160

FOR OFFICIAL USE ONLY

The foregoing Claim of Exemption is incomplete. Please provide us with the following information and/or documents so that we can process your claim:

The foregoing Claim of Exemption is hereby denied for the following reason(s):

Date: _____ Sierra County _____

CLAIM OF EXEMPTION

Claims of Exemption must be submitted on the form provided in this appendix to the Sierra County Subdivision Regulations. The language of this form shall not be altered in any way.

CLAIM OF EXEMPTION INSTRUCTIONS

To claim an exemption from the requirements of the Sierra County Subdivision Ordinance, all owners of record of the property involved must complete this form and sign it before a notary public and submit the entire form (except for the instruction pages) together with legible copies of all required documents and the non refundable \$50.00 fee to the County Assessor. Please fill in the number of all exemptions which apply and attach legible copies of all supporting documents. Failure to include all requested documentation will delay approval.

The County Administration will notify you in writing within forty-five (45) days as to whether your claim of exemption has been granted, denied or more information is needed. If the Claim of Exemption is granted, you will be notified that the original document is available at the Assessor's office. Property taxes for the current year and next year must be paid prior to the documents being released to you for filing with the Sierra County Clerk. The original must be filed. If you wish to have the document returned to an agent (surveyor, real estate agent, etc.) upon being granted please state the agent's name, telephone number, and mailing address in the appropriate space on this form. If your claim of exemption is denied, you may either seek approval of a subdivision or appeal the denial as provided in the Sierra County Subdivision Regulations

EXEMPTIONS AND REQUIRED DOCUMENTATION

Exemption No.	Description and Required Documentation
1	This sale, lease or other conveyance of any parcel that is thirty-five (35) acres or larger in size within any twelve (12) month period provided that the land has been used primarily and continuously for agricultural purposes in accordance with §7-36-20 NMSA 1978, for the preceding three (3) years. ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL OR COPY OF DEED PROPOSED FOR CONVEYING THE PARCEL.
2	This sale or lease of apartments, offices, stores or similar space within a building. ATTACH COPIES OF ALL PROPOSED SALE OR LEASE DOCUMENTS.
3	The division of land in which only gas, oil, mineral or water rights are served from the surface ownership of the land. ATTACH COPIES OF ALL PROPOSED CONVEYANCING DOCUMENTS.
4	The division of land created by court order where the order creates no more than one parcel per part. ATTACH CERTIFIED COPY OF COURT ORDER.
5	The division of land for grazing or farming activities provided that the land continues to be used for grazing or farming activities. ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING ACTIVITIES. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE BOARD OF COUNTY COMMISSIONERS AND THE PROPERTY OWNER THAT THE DIVIDED LAND WILL BE USED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER(S), THE BUYER(S) OR LESSEE(S) AND THE BOARD OF COUNTY COMMISSIONERS AND MUST BE FILED OF RECORD WITH THE COUNTY CLERK.
6	The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased. ATTACH CERTIFIED SURVEY SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.
7	The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land to any immediate family member. As used herein the term "immediate family member" means a husband, wife, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, nephew, and niece, whether related by natural birth or adoption. ATTACH

	COPY OF PROPOSED CONVEYANCING DOCUMENT AND BIRTH CERTIFICATE, ADOPTION CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED, BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.
8	The division of land created to provide security for mortgages, liens or deeds of trust provided that the division is not the result of a seller-financed transaction. ATTACH COPIES OF ALL FINANCING DOCUMENTS.
9	The sale, lease or other conveyance of land that creates no parcel smaller than one-hundred forty (140) acres. ATTACH CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL(S) OR COPY OF DEED PROPOSED FOR CONVEYING THE PARCEL.
10	The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in §501 (c)(3) of the United States Internal Revenue Code of 1986 as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or to any church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity. ATTACH A COPIES OF I.R.S. EXEMPTION LETTER AND/OR OTHER I.R.S. DOCUMENTS DEMONSTRATING ENTITLEMENT TO EXEMPTION AND CERTIFIED SURVEY SHOWING
11	The sale, lease or other conveyance of a single parcel from a tract of land, except from a tract within a previously approved subdivision, within any five (5) year period provided that a second or subsequent sale, lease or other conveyance from the same tract of land within five (5) years of the first sale, lease or other conveyance shall be subject to the provisions of the New Mexico Subdivision Act and these Regulations provided further that a survey shall be filed with the Sierra County Clerk indicating the five (5) year holding period for both the original tract and the newly created tract. ATTACH CERTIFIED COPY SURVEY SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL AND DATES OF ALL DIVISIONS.

STATE OF NEW MEXICO
COUNTY OF SIERRA
SEVENTH JUDICIAL DISTRICT COURT

FILED
7th JUDICIAL DISTRICT COURT
Sierra County
3/22/2021 2:27 PM
MARY MORA
CLERK OF THE COURT
/s/ Guadalupe Marin

No. D-721-CV-2019-00203
JUDGE: Honorable Shannon Murdock

DON TRUJILLO and VERNEL TRUJILLO
Plaintiffs,

vs.

GROUP ONE:
MARCOS TRUJILLO, STEVEN TRUJILLO,
YOLANDA MURRUFFO, CHRISTINA MILLER,
BARBARA TORRES

GROUP TWO:
MAX ANNE ISOM, KATHY LAWITZ,
NANCY KIRBY, JOHNNY TRUJILLO,
PATRECIA REED,

GROUP THREE:
UNKNOWN HEIRS OF THE FOLLOWING
DECEASED PERSONS:
ALEX TRUJILLO and MAX TRUJILLO,
Defendants,

INTERVENORS:
GARY ALLEN TRUJILLO, EARL LEE TRUJILLO,
CARRIE ANNE TRUJILLO HEARN, ROSEMARY
TRUJILLO VIGIL, and DENISE LORRAINE
TRUJILLO DAUGHERTY.

**STIPULATED FINAL DECREE OF QUIET TITLE AND
PARTITIONING OF PROPERTY**

THIS MATTER coming on to be heard on its merits upon the application of the Plaintiffs for judgment and decree; the Plaintiffs appearing by and through their attorney, Mark A. Pilosa, and the defaulting Defendants who are or may be in the military service of the United States appearing by and through their attorney, Jaime F. Rubin, and the Interveners, appearing by and

through their attorney, Joshua Dwyer, and all other Defendants hereinbefore appointed by this Court; all of the other Defendants being in default and appearing not as it appears by the Clerk's Certificate of the State of the Record; and the Court having examined the pleadings on file herein, having considered the evidence introduced, and having heard and considered the arguments of counsel, and being fully advised in the premises, finds the facts to be as follows:

1. That the Plaintiffs have made due search and inquiry to ascertain the place of residence of each and all of the Defendants herein; that each of the Defendants have been duly served with process as required by law and the rules of this Court, or otherwise has submitted to the jurisdiction of this Court; that none of them has entered his or her appearance herein or disclaimed their interest, except those stated above, are now in default, and that this action may be heard without further notice to such defaulting Defendants.
2. That each and all of the allegations of the Complaint, as modified by this Order, are true and correct, are sustained by the evidence, and are hereby adopted as findings of fact by this Court as to the same extent as if set forth at length herein.
3. That none of the Defendants has any valid lien upon, or any valid interest, right, or title in and to that certain real estate situate in Sierra County, New Mexico, and described as follows:

See Exhibit A, attached hereto

adverse to the estate of the Plaintiffs or Intervenor, and each and all such claims of the Defendants, and each of them, and everyone claiming by, through, or under them, are without right or foundation, either in law or in equity.

4. The Plaintiffs and Intervenor have entered into an agreement that establishes a

fee simple their respective ownership of real estate which is detailed below.

The Court, having made the foregoing findings of fact, now concludes as a matter of law as follows:

- A. That the Court has jurisdiction over the parties to and the subject matter of this action and to determine the issues herein.
- B. That the Plaintiffs and the Intervenor are the owners in fee simple, and in possession of portions of that certain real estate situated in Sierra County, New Mexico, a description of which is as follows:

See Exhibit A, attached herewith.

- C. That Plaintiffs and Intervenor are entitled to the relief prayed for in the Complaint, and to a Decree quieting his title in fee simple in and to the said real estate as against each and all of the Defendants herein.

WHEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED as follows:

- 1. That each and all of the Defendants, except those who have entered an appearance herein as stated above, be, and they hereby are severally adjudged to be in default.
- 2. It is noted that all of the named Defendants have entered a Disclaimer in favor of Plaintiffs.
- 3. The Plaintiffs are owner in fee simple and in possession of that certain real estate situated in Sierra County, New Mexico, a description of which is attached hereto and identified as Exhibit B. This Decree shall act as a conveying document or instrument

confirming title setting forth ownership of the property described in Exhibit B in fee simple in the Plaintiffs' name.

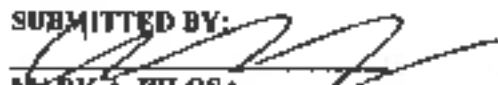
4. The Intervenor is owner in fee simple and in possession of that certain real estate situated in Sierra County, New Mexico, a description of which is attached hereto and identified as Exhibit C. This Decree shall act as a conveying document or instrument confirming title setting forth ownership of the property described in Exhibit C in fee simple in the Intervenor's names, in equal shares, as their respective undivided interests as tenants in common and as their sole and separate property.
5. The Plaintiffs and the Intervenor are owners in fee simple in possession of that certain real estate situated in Sierra County, New Mexico referred to as the road, that lies on the real property described in Exhibits B and C. The parties are awaiting a legal description of the road to permit the rendition of judgment as to their respective interests in the road, whether as joint owners in fee simple or pursuant to reciprocal, permanent, perpetual easements appurtenant for ingress, egress, repair, maintenance, and right of entry. The Court hereby reserves judgment with respect to that specific issue for up to 120 days, by which time the Court expects to receive a stipulated proposed form of order from the Plaintiffs and Intervenor that reflects their agreement and mutual interests in the road.
6. That the estate of the Plaintiffs and Intervenor in fee simple in and to their respective interests in the said real estate be, and the same hereby is, established against the adverse claims of the Defendants, and each of them, and everyone claiming by, through, or under them, and that the Defendants, and each of them, and everyone

claiming by, through or under them, be and they hereby are barred and forever estopped from having or claiming any lien upon, or any right, title or interest in or to the said real estate adverse to the estate of the Plaintiffs.


7. That the title of the Plaintiffs and Interveners in fee simple in and to their respective interests in the said real estate be, and the same hereby is, forever quieted and set at rest.
8. That the entry of this Final Decree operates as a final judgment and decree adjudicating all claims involved in the above entitled and numbered action, except as specifically reserved for further judgment of the Court, is hereby expressly directed.
9. This Decree shall serve as a conveyance document or instrument confirming title for the real estate described in Exhibits B and C, shall be recorded with the Sierra County Clerk.


SHANNON MURDOCK
DISTRICT JUDGE

SUBMITTED BY:


MARK A. FILOSA
Attorney for Plaintiffs
Post Office Drawer 391
Truth or Consequences, NM 87901
(575) 894-7161 FAX: (575) 894-7570

APPROVED:


JAIME F. RUBIN
Attorney for Minor Defendants
and Defendants in the Military
Service of the United States
Post Office Drawer 151
Truth or Consequences, NM 87901
(575) 894-3031 FAX: (575) 894-328

/s/ Joshua Dwyer
JOSHUA DWYER
Attorney for Interveners
201 N. Church St., #201
Las Cruces, NM 88001
(575) 522-0765 FAX: 575-755-0765

EXHIBIT A

LEGAL DESCRIPTION - OVERALL PARCEL

A tract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 18, Township 12 South, Range 7 West, N.M.P.M., near Chise, Sierra County, New Mexico, being described as follows: Beginning at a found 1" plastic cap stamped LS 8473, for the Northwest Corner of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GLO Brass Cap) bears N88°45'45"E, 2251.04 feet along the north line of said Section 18;
Thence N88°45'45"E, 625.00 feet along the north line of the herein described tract of land;
Thence S09°08'55"E, 491.79 feet along the east line of the herein described tract of land;
Thence S20°53'26"W, 231.77 feet along the east line of the herein described tract of land;
Thence S14°35'59"W, 108.23 feet along the east line of the herein described tract of land to the Southeast corner of said tract;
Thence N61°21'11"W, 777.20 feet along the south line of the herein described tract of land to the Southwest corner of said tract;
Thence N11°56'15"E, 430.01 feet along the west line of the herein described tract of land to the point of beginning.
Contains 10.325 acres, more or less.

EXHIBIT B

LEGAL DESCRIPTION - DON TRUJILLO PARCEL

A tract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 18, Township 12 South, Range 7 West, N.M.P.M., near Chiso, Sierra County, New Mexico, being described as follows:

Beginning at a found 1" plastic cap stamped LS 8473, for the Northwest Corner of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GLO Brass Cap) bears N88°45'45"E, 2251.04 feet along the north line of said Section 18;

Thence N88°45'45"E, 625.00 feet along the north line of the herein described tract of land;

Thence S09°08'55"E, 491.79 feet along the east line of the herein described tract of land;

Thence S20°53'26"W, 231.77 feet along the east line of the herein described tract of land;

Thence S14°35'59"W, 75.41 feet along the east line of the herein described tract of land to the Southeast corner of said tract;

Thence N28°04'59"W, 503.87 feet along a southerly line to an angle point of the herein described tract of land;

Thence N79°49'16"W, 422.09 feet along a southerly line to the west line of the herein described tract also being the Southwest corner of said tract;

Thence N11°56'15"E, 247.76 along the west line of the herein described tract to the point of beginning. Containing 6.564 acres, more or less.

EXHIBIT C

LEGAL DESCRIPTION - SOFIO TRUJILLO FAMILY PARCEL

A tract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 18, Township 12 South, Range 7 West, N.M.P.M., near Chise, Sierra County, New Mexico, being described as follows:

Beginning at an angle point on the north line of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GLO Brass Cap) bears N79°01'28"E, 1920.18 feet;
Thence S28°04'59"E, 503.87 feet along a northerly line to an angle point on the easterly line of the herein described tract of land;

Thence S14°35'59"W, 32.82 feet along an easterly line of the herein described tract to the southwest corner of said tract;

Thence N61°21'11"W, 777.20 feet along the southerly line of the herein described tract to the southwest corner of said tract;

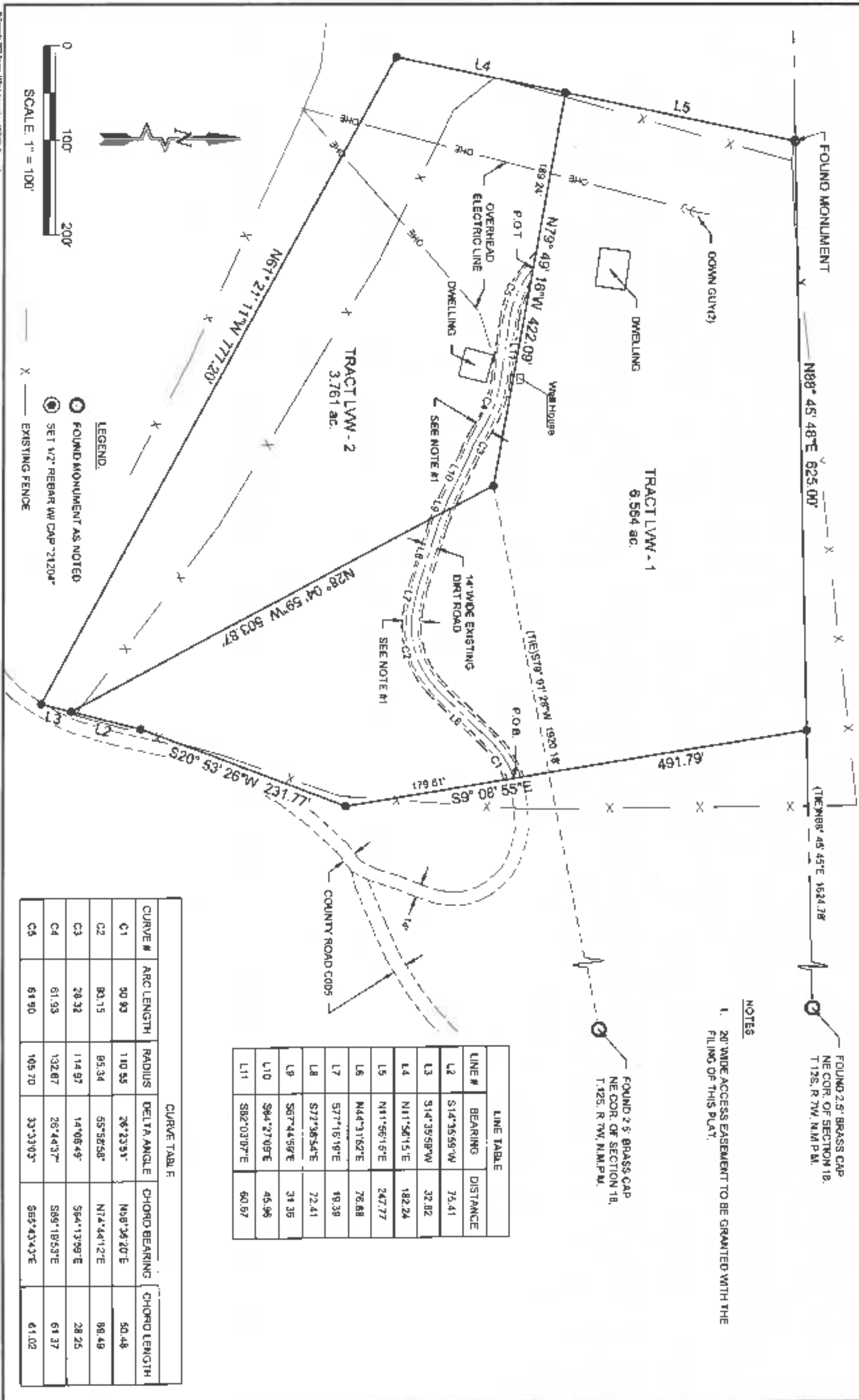
Thence N11°56'15"E, 182.24 feet along the westerly line of the herein described tract of land to the northwest corner of said tract;

Thence S79°49'16"E, 422.09 feet along the northerly line to the point of beginning.

Contains 3.761 acres, more or less.

TRUJILLO CLAIM OF EXEMPTION

BEING AN 10.33 ACRE +/- TRACT
LOCATED IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 7 WEST N.M.P.M.
LOCATED SOUTH EAST OF WINSTON,
SIERRA COUNTY, NEW MEXICO



NOTES

- 1. 20' WIDE ACCESS EASEMENT TO BE GRANTED WITH THE FILING OF THIS PLAT.

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	S14°35'59"W	75.41
L3	S14°35'59"W	32.82
L4	N11°58'15"E	182.24
L5	N11°58'15"E	247.77
L6	N44°31'52"E	76.68
L7	S77°16'18"E	49.38
L8	S72°36'54"E	72.41
L9	S67°44'59"E	31.35
L10	S64°27'09"E	45.96
L11	S82°03'07"E	60.67

CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	90.93	110.55	26°23'51"	N88°36'20"E	50.48
C2	80.15	85.34	55°58'58"	N74°44'12"E	88.48
C3	28.32	114.97	14°06'49"	S64°13'29"E	28.25
C4	61.93	132.87	28°44'37"	S89°18'53"E	61.37
C5	61.90	105.70	33°33'03"	S68°43'43"E	61.02



LEGAL DESCRIPTION – OVERALL PARCEL

A tract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 18, Township 12 South, Range 7 West, N.M.P.M., near Chise, Sierra County, New Mexico, being described as follows:
Beginning at a found 1" plastic cap stamped LS 8473, for the Northwest Corner of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GLO Brass Cap) bears N88°45'48"E, 2249.78 feet along the north line of said Section 18;
Thence N88°45'48"E, 625.00 feet along the north line of the herein described tract of land;
Thence S09°08'55"E, 491.79 feet along the east line of the herein described tract of land;
Thence S20°53'26"W, 231.77 feet along the east line of the herein described tract of land;
Thence S14°35'59"W, 108.23 feet along the east line of the herein described tract of land to the Southeast corner of said tract,
Thence N61°21'11"W, 777.20 feet along the south line of the herein described tract of land to the Southwest corner of said tract;
Thence N 11°56'15"E, 430.01 feet along the west line of the herein described tract of land to the point of beginning.
Contains 10.325 acres, more or less.

LEGAL DESCRIPTION – DON TRUJILLO PARCEL

A tract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 18, Township 12 South, Range 7 West, N.M.P.M., near Chise, Sierra County, New Mexico, being described as follows:
Beginning at a found 1" plastic cap stamped LS 8473, for the Northwest Corner of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GLO Brass Cap) bears N88°45'45"E, 2249.78 feet along the north line of said Section 18;
Thence N88°45'48"E, 625.00 feet along the north line of the herein described tract of land;
Thence S09°08'55"E, 491.79 feet along the east line of the herein described tract of land;
Thence S20°53'26"W, 231.77 feet along the east line of the herein described tract of land;
Thence S14°35'59"W, 75.41 feet along the east line of the herein described tract of land to the Southeast corner of said tract;
Thence N28°04'59"W, 503.87 feet along a southerly line to an angle point of the herein described tract of land;
Thence N79°49'16"W, 422.09 feet along a southerly line to the west line of the herein described tract also being the Southwest corner of said tract;
Thence N11°56'15"E, 247.77 along the west line of the herein described tract to the point of beginning
Contains 6.564 acres, more or less.

LEGAL DESCRIPTION – LORRAINE TRUJILLO

A tract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 18, Township 12 South, Range 7 West, N.M.P.M., near Chise, Sierra County, New Mexico, being described as follows:
Beginning at an angle point on the north line of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GLO Brass Cap) bears N79°01'28"E, 1920.18 feet;
Thence S28°04'59"E, 503.87 feet along a northerly line to an angle point on the easterly line of the herein described tract of land;
Thence S14°35'59"W, 32.82 feet along an easterly line of the herein described tract to the southwest corner of said tract,

Thence N61°21'11"W, 777.20 feet along the southerly line of the herein described tract to the southwest corner of said tract;

Thence N11°56'15"E, 182.24 feet along the westerly line of the herein described tract of land to the northwest corner of said tract;

Thence S70°49'16"E, 422.09 feet along the northerly line to the point of beginning.

Contains 3.761 acres, more or less.

I hereby certify that the contents of this report are true and correct to the best of my knowledge and includes all funds

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
RECAP AND RECONCILIATION REPORT

Entity COUNTY OF BERNAL
Fiscal Year 2023
Prepared by Cindy R. Rios
Cindy Rios
2023

FUND	FUND NAME	BEGINNING CASH BALANCE	REVENUES TO DATE	TRANSFERS TO DATE	EXPENDITURES TO DATE	ENDING CASH BALANCE FOR PERIOD	OUTSTANDING CHECKS	LESS DEPOSITS IN TRANSIT	ADJUSTED BALANCE FOR PERIOD	BALANCE STATEMENT PERIOD	TOTAL DIFFERENCE	ENDING BALANCE
101	CASH ON HAND									485.00	-485.00	-485.00
103	GENERAL FUND									20986.41	-20986.41	-20986.41
104	CARPENTER FINANCIAL ASSURANCE											-20986.41
107	GENERAL FUND									8248837.76	-8248837.76	-8248837.76
120	GENERAL FUND						5.00		5.00	15591445.72	-15591445.72	-15591445.72
421	GENERAL	2055010.35	1846443.49	-428110.25	1791343.43	2227682.57	52929.05		2251632.42	2251632.42	-2251632.42	-2251632.42
422	ROAD DEPARTMENT	152659.45	117084.52	382000.00	330453.56	332390.48	7186.33		145074.59	145074.59	-145074.59	-145074.59
423	TRUCK & TRAILER	4259.88		7119.75	4450.23	6840.46			4940.40	4940.40	-4940.40	-4940.40
424	WHITE SANDS MISSILE RANGE		2846.00		2278.53	1849.48			1849.48	1849.48	-1849.48	-1849.48
425	CARPENTER	48850.53	81580.90	-8500.00	46608.18	34421.25	1848.93		16146.36	16146.36	-16146.36	-16146.36
426	COUNTY INDEBT	88812.76	285257.88	24400.00	244310.76	261149.83	2220.90		183509.93	183509.93	-183509.93	-183509.93
427	HILLSBORO FIRE DEPT.	176334.33	57130.00		26189.43	146874.10	1847.51		370144.81	370144.81	-370144.81	-370144.81
428	ARMY/DERRY FIRE DEPT.	245886.49	76734.00		46840.23	275219.88	8047.88		182787.77	182787.77	-182787.77	-182787.77
429	WINTON FIRE DEPARTMENT	261388.46	78703.00		31898.12	131281.18	107.12		901500.86	901500.86	-901500.86	-901500.86
431	MONTICELLO FIRE DEPARTMENT	230621.80	82832.00		46714.45	236177.18	344.88		717271.98	717271.98	-717271.98	-717271.98
432	PHOENIX HOSPITAL FUND	58643.86	334354.43		328432.46	54483.83			54483.81	54483.81	-54483.81	-54483.81
433	CABALLERO FIRE DEPARTMENT	172616.36	76808.22		308300.12	275344.55	843.19		123924.74	123924.74	-123924.74	-123924.74
434	LAS PALOMAS FIRE DEPT	227153.76	51616.00		328117.66	224453.09	436.05		223287.84	223287.84	-223287.84	-223287.84
436	STATE SP PROJECTS	231811.84			2812.72	36770.22			98770.22	98770.22	-98770.22	-98770.22
437	STATE CAR PROJECTS	173270.00			3343.73	306378.91			106576.37	106576.37	-106576.37	-106576.37
438	STATE SB PROJECTS	81478.88			75127.57	56450.63			56450.63	56450.63	-56450.63	-56450.63
439	COMMUNITY PROJECTS			49875.00	49875.00	4378.64	12825.08		37253.84	37253.84	-37253.84	-37253.84
422	REAPPRAISAL FUND	41441.27	2827.17		74470.54	69767.84	414.54		73282.34	73282.34	-73282.34	-73282.34
424	LC MAINTENANCE FUND											-33335592.17
425	POVERTY STREET FIRE DEPARTMENT	231446.98	58846.00		38017.79	244787.23	195.62		144042.85	144042.85	-144042.85	-144042.85
426	ELIZABETH ADRIAN FIRE	219633.16	50298.00		47752.29	276808.68	5309.81		131309.87	131309.87	-131309.87	-131309.87
427	NAT'L OFFICED SETTLEMENT	6589.66	32138.71		28118.23							39033339.65
428	COUNTY LIVESTOCK LOSS AUTHORITY		249884.49			249884.49			249884.49	249884.49	-249884.49	-249884.49
429	TAXES PAID IN ADVANCE	39040.87	1443.83			75573.69			25573.69	25573.69	-25573.69	-25573.69
431	LOGGERS TAX/PROMO FUND	18889.23	1753.95		405.09	25192.48			22392.48	22392.48	-22392.48	-22392.48
432	UNRESTRICTED CURRENT TAXES		1286756.41			1286756.41			1286756.41	1286756.41	-1286756.41	-1286756.41
433	UNRESTRICTED DELQ TAXES											-37453385.48
500	GRANT PROJECTS	30076.80	196552.28		3257478.49	-170899.33	47165.73		-732732.40	-732732.40	-732732.40	-732732.40
502	LEGISLATIVE APPROPRIATIONS		887352.83		228962.87	276349.33			276349.33	276349.33	-276349.33	-276349.33
508	INTERNAL CAPITAL IMPROVEMENTS											-37928749.06
509	ELECTRIC METERING	9499.46	4305.03	4003.09	8061.53	11433.83			30433.42	30433.42	-30433.42	-30433.42
509	DMI PROGRAM FEES	91908.75	6136.93		3057.25	93283.50			43283.50	43283.50	-43283.50	-43283.50
509	DMI DISTRIBUTION	14771.98	75959.09		53859.31	581.67	3267.37		1848.44	1848.44	-1848.44	-1848.44
513	DMI GRANT	3769.55	18443.33		13328.80	5048.44	489.10		9589.82	9589.82	-9589.82	-9589.82
511	LOCAL ECONOMIC DEVELOPMENT	4301001.03				4000000.00			4000000.00	4000000.00	-4000000.00	-4000000.00
513	LATCH-MEDICAL	1181946.45	1454603.03		338324.08	6421011.79	73301.89		6421011.79	6421011.79	-6421011.79	-6421011.79
518	PUBLIC HEALTH (CASH SET)	75423.77	12423.76		112.42	84458.21			84458.21	84458.21	-84458.21	-84458.21
523	UNDERGROUND WATER											-7214852.91
531	ELIZABETH SOIL WATER DIST	4113.32	3028.45		3049.48	847.25			847.19	847.19	-847.19	-847.19
532	SPACEPORT DIST	72038.26	232447.52		281211.94	64144.74			64144.74	64144.74	-64144.74	-64144.74
533	T OR O SCHOOL DIST	18356.52	77025.85		80437.44	25426.45			15735.43	15735.43	-15735.43	-15735.43
534	CABALLERO WATER	428.20	289.73		666.83	50.17			52.12	52.12	-52.12	-52.12
515	CITY OF TRUTH OR CONSEQUENCES	3219.17	2876.40		5436.37	849.80			849.80	849.80	-849.80	-849.80
516	VILLAGE OF WILLIAMSBURG	797.86	189.43		450.40	30.39			20.29	20.29	-20.29	-20.29
517	CITY OF ZEPHYRUS WATER	2818.88	3788.47		6010.03	671.30			577.30	577.30	-577.30	-577.30
521	STATE DEBT SERVICE	8447.48	4441.34		14157.15	1581.47			1581.47	1581.47	-1581.47	-1581.47
527	CATTLE	424.38	878.37		1373.43							7330714.43
528	SHEEP, GOATS AND ALPACA	2.36			2.25							7330714.43

Emily COURTNEY OF ALBANY
Period Ending 12/31/2001
Prepared by Cindy Rude

9 SEP 11 09:00 AM '01
Cindy Rogers
FIVE 11.11 11.11

PLANES	FUND NAME	BEGINNING		ENDING		ADJ		LARS		ADJUSTMENTS		ADJUSTED		BALANCE		ENDING	
		CASH BALANCE	REVENUES	TRANSFERS	EXPENDITURES	CASH BALANCE	OUTSTANDING	DEPOSITS IN	PERMITS IN	PERMITS IN	PERMITS IN	PERMITS IN	PERMITS IN	PERMITS IN	PERMITS IN	PERMITS IN	PERMITS IN
		CURRENT-FYR	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY	20-DAY
554	REPAIRS, WHITE AND RATES	35.45	43.43			21.44											
555	CAIRY CATTLE	1.36	3.71			8.04											
556	POST TO STATE	341.06	2125.03			3000.00											
557	STATE P & T	584.27	4053.07			8045.00											
558	AM WILLIAMS TRUST FUND	75.00	315.03			360.00											
559	MAYOR																
560	MAY 2 MIL SERV	1747.65	2123.04			3000.00											
561	AMBUULANCE SERVICE	1900.00	3000.00			3000.00											
562	LAN ENFORCEMENT PROTECTION	1632.22	24100.00			4000.00											
563	CONSTRUCTION FEE FUND	3000.00	3000.00			3000.00											
564	EMERGENCY COMMUNICATIONS CONT	3000.00	3000.00			3000.00											
565	EPS COMM. CRTI	1000.00	1000.00			1000.00											
566	HIGHWAY BNS	2000.00	2000.00			2000.00											
567	LAN ENFORCE TAST FORCE GRANT																
568	LAN ENFOR CONTROL SUBSTANCE																
569	CLARK POWER RECORDING FEE	1000.00	1000.00			1000.00											
570	COUNTY COMMUNITY BUILDINGS																
571	SIERRA COUNTY FLOOD COMMISSION	1000.00	1000.00			1000.00											
572	EMERGENCY MANAGEMENT SERVICES																
573	LAG PALMAY BNS	500.00	1000.00			1000.00											
574	SIERRA COUNTY REGIONAL DISPATCH	1000.00	1000.00			1000.00											
575	TREASURER'S FEES	1000.00	1000.00			1000.00											
576	ROAD DEPT FUND FUND																
577	FLOOD COMMISSION FUND FUND																
578	ROAD DEPT FUND FUND																
579	HOUSING WARE ITEMS FOR FYR 00																
580	BOND																
581	SCHOOL - OPERATIONAL	1000.00	1000.00			1000.00											
582	SCHOOL - DEBT	1000.00	1000.00			1000.00											
583	SCHOOL - CAPITAL IMP (BOND)	1000.00	1000.00			1000.00											
584	COMMUNITY TAX FUND	1000.00	1000.00			1000.00											
585	COMMUNITY TAX FUND	1000.00	1000.00			1000.00											
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664	COMMUNITY TAX FUND	1000.00	1000.00			1000.00											

COUNTY OF GIBBIA

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Page 1

Reported as of THURSDAY OCTOBER 11, 2023

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PART I

SECTION-A

BUDGETED FUNDS

UNBUDGETED FUNDS

GENERAL FUND

ROAD DEPARTMENT

PAID & PAID

WHITE SANDS RESERVE FUND

LANDFILL

COUNTY INDIAN COUNCIL

WAGAT HOSPITAL FUND

STATE ROAD PROJECTS

STATE LAW PROJECTS

STATE AS PROJECTS

COMMUNITY PROJECTS

IS COUNTY APPROVAL

LA ADJUSTMENT OFFICE FUND

WFL. OFFICE SETTLEMENT

TO LIVERPOOL LOSS AUTH

WAGGERS TAX TRUST FUND

GRANT PROJECTS

LEGISLATIVE APPROPRIATE

INTERNAL CAPITAL IMP.

ELECTRONIC MONITORING

DWI PROGRAM FEE

DWI DISTRIBUTION

DWI GRANT

LOCAL ECONOMIC DEV.

US DEPARTMENT TREASURY

MENTAL HEALTH

SVU 2 MILL LEND

LAW ENFORCEMENT PROJECT

CORRECTION FUND

EMERGENCY COMMUNICATIONS

TASK FORCE GRANT

LAW/EMP CONTROL SUB

CLEAR/EQUIP/RECORD FEE

COUNTY COMBINATION BUDGET

GENERAL COUNTY FUND FUND

EMERGENCY HEAT ABOLITION

SEWER/E-V-L

TRASH/REPAIR FUND

WATER DEPARTMENT FUND

PIPING COMPLETION FUND

PIRE DEPT FUND

PHYCILL HOLDING

SECTION-A BUDGETED FUNDS

SECTION-B INVESTMENTS

GENERAL FUND

LANDFILL FINANCIAL ASSUR

FLOOD COMMISSION

SECTION-B INVESTMENTS

COUNTY OF SIERRA

WFG

Reported as of THURSDAY OCTOBER 11, 2023

			Yearly	Yearly	Yearly	Yearly	
			Cash	Cash	Cash	Cash	
	begin-fiscal		Receipts	Transfer-out	Transfer-in	Disbursement	Total
	Balance						
SECTION-C-FIRE							
HILLSBORO FIRE	487	276,174.81	67,730.30			25,747.21	188,157.89
ARROYOGRAY FIRE	489	342,888.07	75,774.30			45,840.32	272,821.85
WINSTON FIRE	490	362,788.44	73,793.00			37,498.12	303,183.32
MONTICELLO FIRE	491	320,031.86	62,423.00			45,716.46	236,738.40
CABALLO FIRE	493	173,448.56	75,208.36			125,500.12	22,156.80
LAS PALOMAS FIRE	494	292,741.74	66,015.00			128,317.66	230,439.08
POVERTY CREEK FIRE	495	128,955.98	58,805.00			36,832.26	150,928.72
SIERRA MONTE FIRE	496	138,401.14	30,138.00			42,742.24	125,796.90
++SUBTOTAL-C-FIRE		1,707,580.59	540,854.32			563,826.62	1,707,580.59
SECTION-D-EMS							
SIERRA AMBULANCE FUND	497	35,406.88	20,000.00			6,276.74	29,130.14
E M S	499	34,308.98	5,302.69			23.86	29,085.59
HILLSBORO EMS	491	21,317.79	5,448.00			976.37	15,889.42
LAS PALOMAS EMS	494	5,863.84	7,108.00			2,787.89	10,283.95
++SUBTOTAL-D-EMS		82,936.99	38,458.69			10,164.86	81,230.82
TOTAL PART 1		1,790,517.58	579,312.91			573,991.48	1,790,517.58

October 31, 2023

October 31, 2023

ACCOUNT	XXXXX5957	1 YR	C.D.	CITIZENS BANK	4.00%	8/22/2024	277,016.00
ACCOUNT	XXXXX5954	2 YR	C.D.	CITIZENS BANK	2.26%	8/30/2024	268,827.90
ACCOUNT	XXXXX5955	2 YR	C.D.	CITIZENS BANK	4.00%	3/10/2025	268,501.72
ACCOUNT	XXXXX5956	1 YR	C.D.	CITIZENS BANK	4.00%	3/30/2025	141,236.75
ACCOUNT	XXXXX7418	2 YR	C.D.	FIRST SAVINGS	4.06%	3/3/2025	76,265.83
ACCOUNT	XXXXB197		NMA	FIRST SAVINGS	3.25%		101,273.13
ACCOUNT	STG # 7935		GÉNÉRAL	LQIP NM STATE TREASURER	5.34%		1,301,443.06
Total	901						2,434,564.39

ACCOUNT	XXXXX6311	MIMA-LANDFILL F CITIZENS BANK	3.56%	142,319.04
ACCOUNT	STO # 7955	LGIP-NM STATE TREASURER (FLOOD)	5.34%	1,663,954.32
				4,240,837.75

CITIZENS BANK-PUBLIC FUNDS NOW	19,591,450.72
LESS- OUTSTANDING CHECKS - TREASURER	(5.00)
LESS- OUTSTANDING CHECKS - ACCOUNTS PAYABLE/ PAYROLL	[374,529.22]
	19,216,956.50

CASH ON HAND	485.00
CREDIT CARD PAYMENTS	29,986.43

4,240,837.75

Total	23,488,165.68
HTS	23,488,165.68

State of New Mexico

*Shelly Trujillo
County Clerk
575-894-2840*

*Candace Chavez
County Treasurer
575-894-3524*

*Micahel Huston
County Assessor
575-894-2589*

*Tom Peralta
Probate Judge
575-740-4900*



*Amber Vaughn
County Manager
1712 N. Date Street Suite D
Truth or Consequences, New Mexico 87901*

County of Sierra

*Travis Day
Commission Chair
575-894-6215*

*James E. Paxon
Commission Vice Chair
575-894-6215*

*Hank Hopkins
Commissioner
575-894-6215*

*Joshua Baker
Sheriff
575-894-9110*

**(3) QUOTES PURCHASE AGREEMENT- BETWEEN CONTECH
AND THE COUNTY OF SIERRA**

November 8, 2023

Dear Commissioners.

RE: (3) QUOTES-CONTECH- CULVERTS-NM DOT

As part of the, NM DOT funding, for the Road Department, they are requesting to purchase culverts for their current projects.

There are (3) Quotes obtained for this purchase.

I am requesting, our County Commission, to review and approve the purchase of the culverts for the road projects. Thank you.

Please, see attached:

NM DOT PROJECT FUNDING 418-53

Total Balance: \$55,093.50

Respectively,


Jocelyn Holguin
Chief Procurement Officer

Date 10/30/23

[illegible]

Name Of Supplier

Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: County of Sierra

Jocelyn Holguin, Chief Procurement Officer
1712 N. Date Street Suite D
Truth or Consequences, NM 87901

To the Contractor:

Contech Construction
PO Box 936362
Atlanta, Georgia, 31193-6217

(3) Quotes-see attached

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below:

By: _____ Date: _____
Amber Vaughn, County Manager

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 14th day of November, 2023.

Travis Day, Commissioner Chair

James E. Paxon, Vice- Chair

Hank Hopkins, Commissioner

Attest:

Shelly Trujillo
Sierra County Clerk

Sierra County Chief Procurement Officer:

By: _____ Date: _____
Jocelyn Holguin, CPO
Sierra County

Quote # QUO-597700-MBX5K9					
Date	11/8/2023	Account Name	Sierra County Road Department	Reply To	
Quote #	QUO-597700-MBX5K9	Contact Name	Liz Carson	Contech Rep.	Joe Monkucel
		Phone	(575) 894-6821	Address	10300 Central SW, Albuquerque, NM, 87114
Quote Name	Quiver Quotes - ST	Fax	(575) 894-0525	Phone	505-228-5188
		Email	lcarson@sierraco.org	Fax	
Project City/State	Truth Or Consequences NM			Email	Joe.Monkucel@conteches.com

Contech will not be responsible for this quotation is expressly conditioned upon Buyer's assent to the Contech Conditions of Sale ("Contech COS") included herein and any amendments thereto. A valid tax exemption certificate must be issued to Contech or sales tax will be added.

Item #	Description	Price	Quantity	Extended Unit Price	Unit	Unit Total
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 48" Length 30 holes for Quote: Quote SB	15.00	450.00	\$98.33	FT	\$44,248.50
	H/C PIPE 2 2/3x1/2 GALV LS 16GA 24" Length 30	8.00	240.00	\$47.75	FT	\$10,260.00
Total						\$54,508.50
Freight						\$585.00
(Tax not included)						Net Total \$55,093.50

Standard Notes

1. Construction loadings typically exceed the intended post construction live load used for design. Contact your Contech representative for specifics, guidelines and limitations based on the construction live loads anticipated.
2. Flexible structures of the type on this project are reliant on the type of structural backfill used, the compaction of that material and the advanced placement of structural backfill. Contact your Contech representative for specific information.
3. Prices are based on standardized loading to achieve full truckloads. If special loading requirements are needed additional freight charges will be added.
4. Quotation is based upon estimated (not guaranteed) quantities. Buyer must verify final quantities needed prior to commencement of work by Contech. If Buyer elects to purchase from Seller only a portion of the material quoted, Seller retains the right to adjust its prices.
5. The estimated manufacturing lead time for this materials is 4 weeks from the receipt of approved submittal documents.
6. This quotation expires 15 days from the date shown. Prices are firm for shipment within 45 days of the date of quotation and are subject to a maximum escalation of 8% for each 30 days thereafter.

Scope of Work

Hel-Cor Pipe

Corrugated Metal Pipe (Hel-Cor Pipe) will be provided in standard lengths. Special lengths may be provided at an additional charge and are subject to manufacturing tolerances and shipping limitations.
Prices quoted are based on nominal diameters whenever possible. If un-bored ends are required additional freight charges will be added.

PAYMENT TERMS ARE 100% DUE NET 30 DAYS FROM DATE OF INVOICE UNLESS MATERIAL IS OTHERWISE NOTED AS NON-STANDARD ABOVE. IF NON-STANDARD, PAYMENT TERMS ARE 100% DUE UPON ACCEPTANCE AND PRIOR TO START OF PRODUCTION, 30 NET 30 DAYS FROM DATE OF INVOICE. THIS OFFER IS SUBJECT TO CREDIT APPROVAL. PRICES QUOTED APPLY ONLY TO THE REFERENCED PROJECT AND ARE IN EFFECT FOR 30 DAYS FROM THE DATE OF QUOTATION. SELLER RESERVES THE RIGHT TO ADJUST PRICES AFTER 30 DAYS FROM THE DATE OF QUOTATION BUT THE CONTECH COS REMAIN APPLICABLE. PRICES ARE BASED ON ESTIMATED QUANTITIES SHOWN. IF A DIFFERENT QUANTITY IS PURCHASED, CONTECH RESERVES THE RIGHT TO ADJUST THE PRICES. THIS QUOTATION CONTAINS THE ENTIRE AGREEMENT WITH RESPECT TO PURCHASE AND SALE OF PRODUCTS DESCRIBED AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS. BUYER'S SIGNATURE BELOW, DIRECT TO MANUFACTURE, OR ACCEPTANCE OF DELIVERY OF GOODS DESCRIBED ABOVE, SHALL BE DEEMED AN ACCEPTANCE OF THE CONTECH COS. SELLER EXPRESSLY REJECTS ANY OTHER TERMS AND CONDITIONS. PRICES ARE F.O.B. DRAIN WITH FREIGHT ALLOWED TO THE JOBSITE WITH UNLOADING BY OTHERS AT A TRUCK ACCESSIBLE LOCATION. THIS QUOTATION IS ISSUED BY CONTECH ENGINEERED SOLUTIONS LLC FOR PROJECT AND FOR THE BENEFIT OF ONE OR MORE OF ITS SUBSIDIARIES, INCLUDING BUT NOT LIMITED TO KEYSTONE RETAINING WALL SYSTEMS LLC.

Acceptance		Contech Engineered Solutions LLC	
WE HEREBY ORDER THE DESCRIBED MATERIAL SUBJECT TO ALL TERMS AND CONDITIONS OF THIS QUOTATION AND IN THE Contech COS INCLUDED HEREWITH AND VIEWABLE AT www.conteches.com/cos		By	Joe Monkucel
Company		(C)	505-228-5188
By		(F)	
Title		(C&F)	
Date		Title	

PURCHASE ORDER #

RECEIVED
NOV 08 2023
JSA



5935 Agua Fria Street
Santa Fe, NM 87507
505-471-9981

Estimate

Date	Estimate #
10/24/2023	Est1001-7339

Name / Address
Sierra county Josh Chavez

P.O. No		Project		
Description	Qty	Unit	Rate	Total
Job SD				
48" Galv CSP 16ga (15 pcs x 30')	450	ft	91.00	40,950.00T
24" Galv SRP 16ga (10 pcs x 30')	300	ft	51.00	15,300.00T
Freight Charge	2	ea	1,897.50	3,795.00T
ESTIMATE GOOD FOR 30 DAYS ISSUED BY KAREN 505-471-9981			Subtotal	\$60,045.00
Rep	KS	Sales Tax (8.1875%)		\$4,916.18
			Total	\$64,961.18

RECEIVED
NOV 08 2023
JAH

Country Road Supplies

3585 W. Loop 335 N
806-683-2875

Amarillo, TX 79108
806-576-1025 (fax)

QUOTATION

Quote Number CS-102423
Quote Date Oct 24, 2023
Page 1

Quoted To:

Cash Sale

P. O.

Customer ID	Good Thru	Payment Terms	Sales Rep
Cash Sale	11/23/23	Prepaid	

Quantity	Item	Description	Unit Price	Unit	Amount
11.00	028	24" X 30" CMP 16ga	1,078.00	<Ead	11,858.00
5.00	045	36" Dimple Band	116.00	<Ead	580.00
28.00	047	48" X 30" CMP 14ga	2,859.00	<Ead	80,052.00
5.00	049	48" Dimple Band	151.00	<Ead	755.00
<p>*Quote for material pricing only, does <u>not</u> include freight to jobsite*</p> <p>Joshua 575.740-0896</p> <p>lcarrson@starraco.org</p> <p><i>Note:</i> <i>Bulk Quote</i> <i>Not broken down</i> <i>Per DOT Project</i></p>					

Subtotal	93,245.00
Sales Tax	7,692.71
Freight	
TOTAL	100,937.71



Vendor Number: 527

DESCRIPTION

[illegible]

Name Of Supplier

Department Official

State of New Mexico

*Shelly Trujillo
County Clerk
575-894-2840*

*Candace Chavez
County Treasurer
575-894-3534*

*Michael Huston
County Assessor
575-894-2589*

*Tom Pestak
Probate Judge
575-740-4900*



*Amber Vaughn
County Manager
1712 N. Date Street Suite D
Truth or Consequences, New Mexico 87901*

County of Sierra

*Travis Day
Commission Chair
575-894-6215*

*James E. Puvan
Commission Vice-Chair
575-894-6215*

*Hank Hopkins
Commissioner
575-894-6215*

*Joshua Baker
Sheriff
575-894-9150*

**CES CONSTRUCTION AGREEMENT- BETWEEN A MOUNTAIN
AND THE COUNTY OF SIERRA**

November 8, 2023

Dear Commissioners:

RE: CES- A MOUNTAIN CONSTRUCTION-PARKING LOT RESURFACING PROJECT

As part of the LACTF funding, it has been determined, by the County, the parking lot located at the Sheriff and Road Departments, needs to be update and resurfaced.

Based on discussions with the County Manager and our Road Department, a determination was issued, to move forward with CES to contract with A Mountain Construction, to perform the task of resurfacing the parking lot area. The contract # 2023-05-R1262-All- Proposal # 23-155.0Please see attached documentation.

I am requesting, our County Commission, to review and approve the purchase of the resurfacing of the Complex parking lot. Thank you.

Please, see attached:

LACTF Funds

Total Balance: \$101,014.43

Respectively,

A handwritten signature in blue ink, appearing to read "JH", is positioned above the printed name of the Chief Procurement Officer.

**Jocelyn Holguin
Chief Procurement Officer**

FILE COPY

COUNTY OF SIERRA
SIERRA COUNTY COMMISSION
ATTENTION: TRAVIS DAY
1712 N. DATE ST. SUITE D
TRUTH OR CONSEQUENCES NM



County Department: ADMINISTRATION

Requester: AMBER BILEY

Requisition Number: 6652 PO Number: _____

Vendor Number: 4967

Date: 11/08/23

REQUISITION

Price Each	Quantity	Line Item Number	Description of Item or Service	TOTAL
93208.24	1.00	512 00-2900	UPGRADE EXISTING PARKING LOT	93208.24
			LOCATION: 25001 S. BROADWAY	
			ROAD/SO DEPARTMENTS	
7806.19	1.00	512-00 2900	GRC	7806.19
			*A MOUNTAIN CONSTRUCTION	
			CONTRACT #2023-05-R1262-AJL	
			PROPOSAL #23 155	
			*LACTP	
			**SEE ATTACHED:	
COUNTY MANAGER ELECTRONIC APPROVAL DATE: _____				
			Total this Page	101014.43

COOPERATIVE EDUCATIONAL SERVICES

Name Of Supplier

Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: County of Sierra

Jocelyn Holguin, Chief Procurement Officer
1712 N. Date Street Suite D
Truth or Consequences, NM 87901

To the Contractor:

Cooperative Educational Services (CES)
A Mountain Construction
1177 Scoggins Ave
Las Cruces, NM 88005

CES Contract #2023-05-R1262-All
Proposal #23-155

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the County Chief Procurement Officer below:

By: _____ Date: _____
Amber Vaughn, County Manager

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 14th day of November, 2023.

Travis Day, Commissioner Chair

James E. Paxton, Vice- Chair

Hank Hopkins, Commissioner

Attest:

Shelly Trujillo
Sierra County Clerk

Sierra County Chief Procurement Officer:

By: _____ Date: _____
Jacelyn Holguin, CPO
Sierra County



1177 Scoggins Ave
Las Cruces, N.M., 88005
O 575.525.1405 - F 575.523.0867

November 7, 2023

Project Name: Sierra County Road Dept Parking Lot
Project Location: 1285 Hyde St, Truth or Consequences, NM 87901
Submitted to: Billy Neeley <bneeley@sierraco.org>

Proposal No. 23-155 ✓

A Mountain Construction is please to submit this proposal for the above referenced project. With respect and confidentiality, we propose to furnish all labor, material, equipment and tools necessary to complete this project. Any alteration or deviation from drawings or specifications involving extra costs will be executed only upon a written/change order from A Mountain and will become an extra cost over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control will not hold A Mountain Construction liable.

All material is guaranteed to be as specified in the specifications. The work is to be performed in applicable accordance with the drawings and specifications as well as any subsequent Addenda {} submitted and shall meet all governing standards. The scope of work shall be completed in a substantial workmanlike manner.

No.	Description	UOM	QTY	Unit Price	Total Price
1	Mobilization for Section 1 & 2	LS	1	1	\$40,000.00
2	Section 1 - more labor intensive and material. Approximately 6,711 SY - Mill existing asphalt to match current surface - Place tack adhesive between asphalt mats to ensure bondage of material - Asphalt will be placed at a 1" lift - Striping included	SY	6711	6.84	\$45,903.24
3	Section 2 - Dirt work and sub-grade will be prepared by the hiring governing agency. A Mountain may assist if needed. Approximately 1,461 SY - Asphalt will be placed at a 2" lift Total Base bid: Ninety-three thousand two hundred and eight dollars and zero cents	SY	1,461	\$5.00	\$7,305.00
4	GRT Tax Rate Total Bid with Tax: A hundred and one thousand and fourteen dollars and forty-three cents	LS	1	8.3750%	\$7,806.19
					Base Bid Total: \$93,208.24 Total: \$101,014.43

Exclusions: Surveying/Engineering, SWPPP, Erosion Control, Impact & Permit Fees, Landscaping/Riprap, Signage, Material Assurance Testing, water.

(Herein A.M. - A Mountain Construction) Due to Market Value Oil Escalations will be determined at time of acceptance Price valid for 30 Days

General Notes: 1) All invoices shall be paid in full within 10 calendar days of receipt of invoice or work completed depending on the status of each project/work performed, any outstanding balance shall incur a 5% penalty for every day. 2) One mobilization for each line item is incorporated in the set price above. 3) \$2,500.00 shall be assessed accordingly for every mobilization resulting in the fault of other than A.M. [i.e. Owner scheduling, sub-contractor, etc.].

PURCHASE ORDER #

NOV 07 2023

Prepared by: Bobby Spedakeri

Approved by: Bobby Spedakeri/Owner

All proposals will be honored for a period of 30 days, any extensions approved are subject to a price increase

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. A Mountain Construction is hereby authorized to do the work as specified and payments will be made as noted.

Accepted by: _____ Title: _____ Date: _____

Lic # 85717 - DOL # 01969320110727 - FEIN # 80-0121479

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Sierra 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 2023, Chapter 199, Section 28, Paragraph 454, 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:

23-H3208 \$200,000.00 APPROPRIATION REVERSION DATE: June 30, 2025

Laws of 2023, Chapter 199, Section 28, Paragraph 454, Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), to purchase and equip law enforcement vehicles for the sheriff's department in Sierra county;

The Grantee's total reimbursements shall not exceed Two Hundred Thousand Dollars and Zero Cents \$200,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁹, if applicable, Zero Dollars and Zero Cents \$0.00, which equals Two Hundred Thousand Dollars and Zero Cents \$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." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A 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 Reimburse¹⁰ 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

⁹ 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.

¹⁰ "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.

- (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 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 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 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: Sierra County
Name: Amber Vaughn
Title: County Manager
Address: 1712 N. Date St., Suite D Truth or Consequences NM 87901
Email: avaughn@sierraco.org
Telephone: 575-894-6215

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: Sierra County
Name: Jay Armijo
Title: Executive Director
Address: PO Box 1072 Elephant Butte NM 87935
Email: jarmijo@sccog-nm.com
Telephone: 575-744-4857

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

Department: Department of Finance and Administration
Name: Alison Gillette
Title: Project Manager
Address: Bataan Memorial Blvd. Room 202, Santa Fe NM 87501
Email: Alison.Gillette@dfa.nm.gov
Telephone: 505-469-7811

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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 are 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 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 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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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, the "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, repaired, 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 a 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 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, 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 **Sierra County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Sierra 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 **Sierra County** or the Department of Finance and Administration or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Sierra 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 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 a Department of Finance and Administration Grant Agreement. Should the Department of Finance and Administration early terminate the grant agreement, the **Sierra County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Sierra County** 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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, 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 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

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By:

Its: Division Director

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. Contact Name/Phone #: _____
- 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

Date: _____

Printed Name

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: _____

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.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Sierra 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 2023, Chapter 199, Section 28, Paragraph 455, 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:

23-H3209 \$350,000.00 APPROPRIATION REVERSION DATE: June 30, 2027

Laws of 2023, Chapter 199, Section 28, Paragraph 455, Three Hundred Fifty Thousand Dollars and Zero Cents (\$350,000.00), to plan, design, construct, renovate and equip the baseball field and recreational complex in Arrey in Sierra county;

The Grantee's total reimbursements shall not exceed Three Hundred Fifty Thousand Dollars and Zero Cents \$350,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁷, if applicable, Three Thousand Five Hundred Dollars and Zero Cents \$3,500.00, which equals Three Hundred Forty Six Thousand Five Hundred Dollars and Zero Cents \$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." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A 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 Reimburse⁸ 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

⁷ 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.

⁸ "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.

- (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 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 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 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: Sierra County
Name: Amber Vaughn
Title: County Manager
Address: 1712 N. Date St., Suite D Truth or Consequences NM 87901
Email: avaughn@sierraco.org
Telephone: 575-894-6215

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: Sierra County
Name: Jay Armijo
Title: Executive Director
Address: PO Box 1072 Elephant Butte NM 87935
Email: jarmijo@sccog-nm.com
Telephone: 575-744-4857

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

Department: Department of Finance and Administration
Name: Alison Gillette
Title: Project Manager
Address: Bataan Memorial Blvd. Room 202, Santa Fe NM 87501
Email: Alison.Gillette@dfa.nm.gov
Telephone: 505-469-7811

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, 2027** 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 are 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 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 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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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, the "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, repaired, 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 a 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 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, 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 **Sierra County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Sierra 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 **Sierra County** or the Department of Finance and Administration or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Sierra 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 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 a Department of Finance and Administration Grant Agreement. Should the Department of Finance and Administration early terminate the grant agreement, the **Sierra County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Sierra County** 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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, 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 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

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By:

Its: Division Director

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. Contact Name/Phone #: _____
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

Date: _____

Printed Name

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: _____

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.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Sierra 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 2023, Chapter 199, Section 28, Paragraph 458, 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:

23-H3212 \$250,000.00 APPROPRIATION REVERSION DATE: June 30, 2027

Laws of 2023, Chapter 199, Section 28, Paragraph 458, Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00), to plan, design, construct, replace and renovate the Hillsboro community center, including heating, ventilation and air conditioning systems, doors and windows, in Hillsboro in Sierra county;

The Grantee's total reimbursements shall not exceed Two Hundred Fifty Thousand Dollars and Zero Cents \$250,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")³, if applicable, Two Thousand Five Hundred Dollars and Zero Cents \$2,500.00, which equals Two Hundred Forty Seven Thousand Five Hundred Dollars and Zero Cents \$247,500.00 (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." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A 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 Reimburse⁴ 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

³ 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.

⁴ "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.

- (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 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 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 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: Sierra County
Name: Amber Vaughn
Title: County Manager
Address: 1712 N. Date St., Suite D Truth or Consequences NM 87901
Email: avaughn@sierraco.org
Telephone: 575-894-6215

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: Sierra County
Name: Jay Armijo
Title: Executive Director
Address: PO Box 1072 Elephant Butte NM 87935
Email: jarmijo@sccog-nm.com
Telephone: 575-744-4857

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

Department: Department of Finance and Administration
Name: Alison Gillette
Title: Project Manager
Address: Bataan Memorial Blvd. Room 202, Santa Fe NM 87501
Email: Alison.Gillette@dfa.nm.gov
Telephone: 505-469-7811

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, 2027** 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 are 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 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 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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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, the "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, repaired, 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 a 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 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, 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 **Sierra County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Sierra 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 **Sierra County** or the Department of Finance and Administration or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Sierra 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 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 a Department of Finance and Administration Grant Agreement. Should the Department of Finance and Administration early terminate the grant agreement, the **Sierra County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Sierra County** 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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, 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 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

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By:

Its: Division Director

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. Contact Name/Phone #: _____
- 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

Date: _____

Printed Name

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: _____

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.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the “Department” or abbreviation such as “DFA/LGD”, and **Sierra 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 2023, Chapter 199, Section 28, Paragraph 459, 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:

23-H3213 \$20,000.00 APPROPRIATION REVERSION DATE: June 30, 2027

Laws of 2023, Chapter 199, Section 28, Paragraph 459, Twenty Thousand Dollars and Zero Cents (\$20,000.00), to plan, design, construct, furnish and equip a kennel building for the animal shelter in Truth or Consequences in Sierra county;

The Grantee's total reimbursements shall not exceed Twenty Thousand Dollars and Zero Cents \$20,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")⁵, if applicable, Zero Dollars and Zero Cents \$0.00, which equals Twenty Thousand Dollars and Zero Cents \$20,000.00 (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." [OPTIONAL LANGUAGE: "Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A 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 Reimburse⁶ 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

⁵ 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.

⁶ "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.

- (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 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 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 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: Sierra County
Name: Amber Vaughn
Title: County Manager
Address: 1712 N. Date St., Suite D Truth or Consequences NM 87901
Email: avaughn@sierraco.org
Telephone: 575-894-6215

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: Sierra County
Name: Jay Armijo
Title: Executive Director
Address: PO Box 1072 Elephant Butte NM 87935
Email: jarmijo@sccog-nm.com
Telephone: 575-744-4857

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

Department: Department of Finance and Administration
Name: Alison Gillette
Title: Project Manager
Address: Bataan Memorial Blvd. Room 202, Santa Fe NM 87502
Email: Alison.Gillette@dfa.nm.gov
Telephone: 505-469-7811

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, 2027** 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 quarterly 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 (Budget & Formulation Management System). 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.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

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 are 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 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 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) Twenty (20) days from date of Early Termination; or
- (iii) 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 Wage 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, the "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, repaired, 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 a 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 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, 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 **Sierra County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Sierra 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 **Sierra County** or the Department of Finance and Administration or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Sierra 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 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 a Department of Finance and Administration Grant Agreement. Should the Department of Finance and Administration early terminate the grant agreement, the **Sierra County** may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **Sierra County** 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. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] 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, 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 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

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

By:

Its: Division Director

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. Contact Name/Phone #: _____
- 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

Date: _____

Printed Name

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: _____

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.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the Administrative Office of the Courts (AOC) and the County of Sierra (COUNTY) is hereby entered into for the purpose of supporting an innovative cross-system collaboration for individuals with mental illnesses or co-occurring mental health and substance abuse disorders who come into contact with the justice system.

WHEREAS, the AOC and the COUNTY mutually support the goal of the Justice and Mental Health Collaboration Program (JMHCP), which is to increase public safety by facilitating collaboration among the criminal justice and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for individuals with mental illnesses or co-occurring mental health and substance abuse disorders. The programs encourage early intervention for these multisystem-involved individuals with mental illnesses or co-occurring mental and substance abuse disorders; promote training for justice and treatment professionals; and facilitate communication, collaboration, and the delivery of support services among justice professionals, treatment and related service providers, and governmental partners, and;

WHEREAS, the COUNTY has identified a need for a collaborative project between criminal justice and mental health partners to plan, implement, or expand a justice and mental health collaboration program, and;

WHEREAS, the AOC desires to enter into an agreement with the COUNTY for the COUNTY's portion of the JMHCP funding, and to reimburse the COUNTY for approved expenditures in support of their collaboration program, and;

WHEREAS, the COUNTY desires reimbursement for costs related to the ongoing operation of their collaboration program;

NOW THEREFORE, in consideration of the promises and obligations stated in this Agreement, the parties mutually agree to the following:

I. TERMS OF THE AGREEMENT

- A. This MOU will be effective on the date signed and executed by the duly authorized representatives of the parties to this MOU and will terminate on September 30, 2024.
- B. Any amendments to this Agreement shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

II. RESPONSIBILITIES OF THE PARTIES

- A. The AOC will:
 - 1. Reimburse the COUNTY up to one hundred thousand dollars (\$100,000.00) for completed tasks, as outlined in the COUNTY's pilot project application

(Attachment A), during the pilot project period and not after the term of this MOU.

2. Authorize reimbursement, upon submission of the required documentation, provided that expenditures are within the cost category and monetary constraints of the COUNTY's pilot project application and budget (Attachment A).
3. Provide the COUNTY access to a module within the Datagain, Inc. Drug Information Management System (DIMS) so that performance metrics may be analyzed to determine if target goals and objectives are being met.
4. Provide the COUNTY with technical assistance support, as well as, coordinate the provision of technical assistance support to the COUNTY by the JMHCP technical assistance provider, The Council of State Governments Justice Center.
5. Coordinate the provision of technical assistance support related to program evaluation to the COUNTY by the contracted team from the National Center for State Courts.
6. Monitor the activities of the sub-recipient, the COUNTY, as necessary to ensure that the sub-award is used for the authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub-award;

B. The COUNTY will:

1. Pay for all costs related to the ongoing operation of their collaborative project, as detailed in the COUNTY's application budget (Attachment A).
2. Submit requests for reimbursement (RFR) to the AOC Statewide Program Manager for which expenditures have been incurred. RFR's will be in the form of an invoice on the court's letterhead, specifying the reimbursement amount requested and shall include chart field information (Business Unit, Fund, Department, Account, and Sub-Account (if appropriate)) for operating transfer purposes. In addition, the COUNTY shall provide the following supporting documentation with each RFR: vendor invoices, payment vouchers, and copies of warrant remittances. The warrants **must** be issued prior to requesting reimbursement.
3. Utilize the module within the Datagain, Inc. Drug Information Management System (DIMS) to enter performance metrics to determine if target goals and objectives are being met.

4. Use the funds associated with this MOU to supplement, but not supplant, the COUNTY's existing base budget and/or federal funds detailed in the application budget (Attachment A).
5. Strictly account for all financial records of their collaborative project relating to this MOU and shall maintain these financial records during the term of this MOU and for three years after the termination date. On request, the COUNTY shall make available all financial records to the AOC and shall allow the AOC to inspect or audit these financial records during business hours at the location of the COUNTY in which the financial records reside. If the financial records provided by the COUNTY are insufficient to support an audit by customary accounting practices, the AOC Statewide Program Manager will hold any further RFR's from processing until such financial records can be produced.
6. Provide current Unique Entity Identification (UEI) to AOC.

III. APPROPRIATIONS

The terms of this MOU are contingent upon sufficient funding and authorization being made by the US Department of Justice – Bureau of Justice Assistance. If sufficient funding and authorization are not made by the US Department of Justice – Bureau of Justice Assistance, this MOU shall terminate immediately upon written notice being given by the AOC to the COUNTY. The AOC's decision as to whether sufficient funding is available shall be accepted by the COUNTY and shall be final. If the AOC proposes an amendment to the MOU to unilaterally reduce funding, the COUNTY shall have the option to terminate the MOU or to agree to the reduced funding, within thirty (30) days of the receipt of the proposed amendment.

Attachment:

A. Pilot Project Application

BY THE SIGNATURES below of the authorized officers, the parties do agree to this Memorandum of Understanding.

NEW MEXICO ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Arthur W. Pepin, Director

Date: _____

Approved: _____
Celina Jones, General Counsel

Date: _____

BOARD OF COUNTY COMMISSONERS

SIERRA COUNTY

By: _____
James Paxon, Commission Chairperson

Date: _____