

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. <u>Presentations/Reports:</u>
 - **A.** Years of Service Awards
 - B. Department Reports
- VI. Board of Finance:
 - **A.** October Reconciliation
- VII. <u>Election Canvass:</u>
 - (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

Sierra County Commission Regular Meeting October 17, 2023 Page 4

> 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-Fairgrouonds-Task Order #2-Design and Construct

Commissioner Hopkins MOVED to approve Wilson Fee Proposal-Fairgrouonds-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.

| Sierra County Commission | Regular | Meeting |
|--------------------------|---------|---------|
| October 17, 2023 | | |
| Page 7 | | |

Dated this 17th day of October, 2023.

| Commissioner Travis Day, Chairman | |
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| Commissioner James E Paxon, Vice-Chairman | |
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| Commissioner Hank Hopkins, Member | |
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| ATTEST: | |
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| | |
| Shelly K Trujillo, County Clerk | |

SIERRA COUNTY BOARD OF COUNTY COMMISSIONERS

State of New Mexico

Shelly Trajillo County Clark 575-894-2849

Candace Chave; Caunty 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 879#1

Amber Vaughn, County Manager 575-894-6215 voice 575-894-9568 fax

County of Sierra

James E. Pavon District 1 575-894-6215 Travis Day District 2 575-894-6215

Hank Hapkins
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 14⁷⁴, 2023 DESIRES TO PROVIDE FOR THE EQUITABLE AND REASONABLE PAYENT 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

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| (Беймен наманальная — Sector 1994) | Description Line term | DBST-80-00-000/00/40 ARABA MALENDA 100-00-00-00-00-00-00-00-00-00-00-00-00- | DRITTALDRIN PARTIES MAYLEY 09/28/1010 400:08:2661 | CALIFORNIA MACHINE ON DAVIDE (1902) 402-53-3662 | RACTOR BRADEN ONCOUNTY | CONTRACTOR OFFICE OF CONTRACTOR | COST BOARD OF THE PARTY OF THE | FO. 200 FEBRUARY STATE 1988 1988 | PACCH BOLDON OSCILLOS | OKD ARCDAY 09/28/41121 401-61 | SED SANDAN 09/28/5121 | DELTACKA DED ZAYDAY 09/28/03/33 493-0-13/92 | DELTASNA DED - ZAYDAY 09/28/1000 400 / 64/1000 | C4110404 DED 2ARDAY 05/28/4021 401-04-109: | DELTABLE DED RAYDAY 09/28/3323 493-01-3002 | DED SAPPAY GOZDECTOT | | CONTRACTOR CONTRACTOR CONTRACTOR | And section decisions | 38b 34v04V 09/28/23/23 | 09/28/53323 | DRIEDSHAM MATCH JANDAY 39/28/3523 401-08/3602 | CRITICIAN MATCH DAMBAY GOZZICZEJ 403-04-2062 | DELTOJOH MATCH ZAPDAY 09/28/3373 4/1 08/4444 | DELTASMA ANTCH SAKERY 09/28/5523 401-01-2680 | JANTON JANDAN 09/28/2873 | WATCH TANTAKY 09/28/3523 | men abother decoderated | met. 28-75- 30-72-73-73 | Conception of the conception o | COMPANY OF CAMPANY OF CAMPANY | THE PERSON OF THE PERSON | NATION MARENT ARCEITABLE | 39/21/2021 634-51 | ueu beche constituta | MARCHY 19/25/2023 | beatiles 49/26/2021 | THEOREM 1 THE PARENT SOCIALIZED 431-34-2253 | DISABle DEU FREEN CAJAMARIA 481-04-2003 | SEGMENTS DEPT. MANAGER SA/DROYCH WELL-DE-DEDS | DID PRINCES SECURED | DAY DAYEN CACOCCE | THE PARTY CRASHCAL | use harthe bartavers | DEE PASTAC DOUGGEST | DED PANCAR D33.26.2023 | OED DAY 01 01 24 2023 | nen Paribas paribas politicoli | DECK PAYAME DECIDED AND | DEC ROYSAN DAVISOR | nero escope perfectola | CPTS PAYONS 04/19/2011 | The courtes of Clarkolly | mode Davidson 08/13/2017 | The state of the s | CEC PENNA DALVAS DES | CECO PAYDAY DAYLESTEE | E207/68/40 AMADAM CAR | OEO PAYDAY OB/13/2019 | PAYDAY 09/31/2019 | DOSPEL OLD BAYDAY OBJESTICATE NOTHING TO THE | LASPEE DED PAYDAY OP/21/2010 101-14-2005 | CASEC DEC 24/70/19 74/70/1909 931 DESCE | VANDANT COC | |
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| | TUTOUR # 04 | 45. | 10 | 27. | 1, | | 1 4 | 4.4 | ra | 7.0 | ·a | 2 | . 2 | · · | 11 | | 2 | 1 34 | 7.14 | - 1.3 | - 11 | - 13 | : 2 | | 7. 4 | 77 | 12. | 44. | G | 7,9 | 19 | 3.34 | . 2 | | E 97 | 40.45 | 220.93 | 46.45 | 44.04 | AE 44 | 65 49 | 19.83 | 20 10 | | 1653.03 | 544.02 | 10,000 | 644 07 | M 8.7 | | | . b | | | | | .00 | 14.1 | ET2 | ר- נינ | | 142 71 | 14.134 |
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| CHECK LISTING RESOLUTION :10-137 | ment meet control of the control of | CASEL DCD 74:534 59425/2523 451-77 2005 | CMSECT DED PASTAY 39/28/2012 401-38-7031 | 202-90-100 C202/92/92/92-564 G20 ZB3862 | 28,258,9 | DECO SECTION SAUGRACIONS | 786787 786787 786787 | DED THEN SHITPING | DEG 24/2007 15/28/2121 | EMSFEC DED BActoky 39/28/73123 472-46-2033 | EASTER DED 2AVTAV 39/28/2323 530-+8-2033 | DCD SANDAY ASSESSED | 000 00000 000000 000000 | company of the contract of the | Seb parties cycentrates | DED BAYDAY COCALIDAD | IMSETE FAICH BAYDAY 09/28/3321 431-00-2660 | CASPES MATCH DAYBAY 09/28/3323 431-03-2660 | PACCH BAYDAY 09/28/3323 | MADES BAYDAY 09/28/3323 | Cool Caches Sales 2000 | Apply Blocks of 1900 | CONTRACTOR CONTRACTOR CHILDREN | CONTRACTOR CONTRACTOR CONTRACTOR | MARCHA PARTIES UNIVERSITY | HACTER PAYDAY OF LEADING | MATCH PARVANY ORIGINATION | HARDL BANDAY OF/28/1055 | 149FEB FACE BAYDAY 09/23/3023 500-41-346E | LANKER HANDS Parties 06/23/1013 500-46-15660 | MATCH PAYER | HENTER MANNEY DEVISED A | THE PROPERTY OF THE PARTY OF TH | THE COURT OF STREET | CREATED THE CALL | CRS HAVENY DECISIONS | CES PAYONS OF CITY 1955 | PRINCIPLE, CRO. Paylay 04/18/1914 (01-01-040) | PRESECTE CENT PAYANT US/JAJOAUS ADL-05-2001 | mobiled-row trop/pro/en weaves call habested | | 74C149 CBS | HETTIN PANTAN DAVIAN DISTAN | HATTH MAY TAY DAY SALES | CLOUNTLY WATER WITH | HARTON PAYDAY CA 734 (1953) | пепедатум имехим истам | HERTY PAYTHY DECOME | HATON PAYORY | 8202 PATCH 09/38/2029 | CET PAYORY DELIGIOUS | OCT PAY 04 (14, 2024 | PG 24/24% 04/24/2024 | CONTRACTOR CONTRACTOR | DEC. PRIME | C802/08/00 EWIND 07/0 | PORTRIBUTE DESCRIPTIONS OF GRADOLOGIC | PRESIDENT MATER PAYONS 09/20/2029 | MATER PAYENY 03/18/2013 | невенивне клатон Бекулет Оп/14/00000 400-00-0560 | такуветня маттом мустам Омујавујаца в до ображение тра | pagegraph species someway betaland to be able to define | PRESERVE MATER PAYDAY CARLAGISTA 644-14-14666 |
| Management of the state of the | Cha DATE Gene | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| T - 1557-0710# L13-197 | Juh Line 3.cor | 1201/22/6 | 09/31/3333 | PAYTAY 09-140-1401 401-4401 401-4401 | (hut/for/for Avriand | | PAYLANY DW/12/1017 | NAMES OF SECTION OF SE | HANDAY DA(38/333) | Parties 1997/48/7019 | Marker Ref. Botton (10 ct.) Botton Marker Ma | 6802788763 | 6302/82/65 | 0.000 to 1.000 to 1.0 | 1000/80/83 | 1000/80/60 | PRODUCT CHANGE TO THE TOTAL CONTROL OF THE TOTAL CONTROL CONTR | 59/26/7923 | 59/28/2022 455·86 | 24/20/7 19/25/2023 SCG (Bright) | Oc-Top Kind Od 1921 be Amildha | Condition on the Page 1 | DEPOS 29/76/4777 | 1 PARTIES 1951-1951-1951-1951-1951-1951-1951-1951 | PAYDAY 09/28/2121 (11.79 | PAYDAY 59/28/2023 432 | 20 BAYDAY 09/28/5823 435-64/2860 X PAYDAY 04/28/2833 430-48/2840 | Cotty do And And And | POLYBOX GP/28/1121 | | EXCEVE 09/23/3323 | 0 RANDAY 09/03/2003 691 04 0902 | PAYTHY 09/23/2323 491-08 | Parties of the Control and of Stock | PAYDAY OBGRACORS | PAYDAY 09/03/2003 | CENTRAL CANADASSASS | PAYDAY CANTACTORS 1931 | 10 Percent operation of the contract of the co | DAWLAY ORCHANOS | PAYDAY CRASHADAS | PAYON DECIMATION | Var'nav | une various un/dis/dus/ford-of-1062 | PAYONS DECIMATIONS | DEC PACKS 08/28/1020 401-04/1002 | CLUSAL/NU CASTACA | 8 |
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| | Jeroun: | 11. | | | £3. | 200 | 13 | 01.1 | 611 31 | 2.13 | 2.14 | | 2 | | 07 91 | - | 2 | 2 . | 2.10 | 18 30 | | 2 | ? : | | | ¥ | 139.13 | 80.18 | k m | \$1.19 | 74 3% | 1361.36 | Eh.J. 8.1 | 8: 60 | | 21.1.25 | | | | | 5 00 | | 57 951 | 283.18 | 801192 | 562.36 | 143.34 | 115. 45 | 77.23 | | | 42 13 | 164.14 | 23.56 | 94.154 | 26.117 | 48.85 | 16.31 | 26.02 |
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| Page J | 42 LOVILL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | PO # Ancurr. | ID::4II | 11 5G | 26.17 | FF. 182 | | D. C. | 200 | 24.23 | 241.77 | | | 21 34 | | 50 904 | | | 67.65 | | 0 · · · · · · · · · · · · · · · · · · · | | | 8.93 VI | 8.93 Oct. | 0.00 mm | 403 40 | | | # " J | | | | | | E 0.00 | | | | 2.00 | | | V. DR | | | | 63.18 | 97.9 | 90 07 | 13 67 | 23.67 | (A) (B) (B) (B) (B) (B) (B) (B) (B) (B) (B | 9 (9) 9 (1) | 29:: | |
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| CARCALLARITAGE BISGLUTION LICENSE | Description Last Terra | 9095-061 040 00/00k/ 10/12/2020 411-09-2000 | ROMERHOLDER - SAVEN LOTTITION 422-46-2503 | seep Shylder collected | MANACH SAVDAY LOVINGSON | MORNING OF THE CONTROL FOR THE SAME AND THE | Zeyfory 10/11/2321 | MATCH SUMBAY LOCISCION ACTOR | PANCH SOCION LOAD (\$12.00.00) | PARCH SAPTAM LOADS (\$153) | 520 Skylbly L671373323 433- | DED ZAMPAN LOZIT-13131 | DED SANDAM LOZISTED | PATOL ZAYDAY 16/11/13/13 | BENEVICH WATCH MATCH MATCHES LOCALIZED 407-50 7000 | SCD SAYDAY 10/11/2323 | DED PREDAY LOTTED | Self SAVENV LEVEL (2013) 4 | TER HANNEY LEVEL (1933) | Ten payliky (6/17/1921 | MORNING DEP HAVING LOCAL-1222 Dat 127-7022 | PROTES BAYDAY LAYLOVERS | PANCH SAVDAY LOZITZEZZ | medical shoulder up/all/19823 | BCBSSPPO PARTY PAYLMY (67/1]/3523 639-31-2660 | BORSSERVE HANDER HANDRAY LOCALS/SOCIAL BOR- 50/ 2640 | ~ | respectativan varidata i daci | Declaration and a second | DEC MAYORY LD/11/2021 | | 146.0 Seviliky 107.175123 4 | 5811 9kvDkV 1071372023 | DESTRUCTION DRIVE SAVABLY LUCKLIFFEED ACT-19-2016 | TODAY CONTRACTOR (CONTRACTOR) | 120 24/2004 16/11/10/10 | 350 ZAYDAY 10/11/10/3 | DELINCON JOHN CONTROL TO THE COLUMN SOCIETY OF THE COLUMN SOCIETY | 200 24/04/ 10/14/20)4 | MATCH ZWIDAY 10/13/7023 | 28604 1071277073 | 2002/01/01 2003/2029 | Definition results that was not not the contract of the contra | 38/28/2 10/12/2023 | WATCH PAYDAY 10:12/2029 | STOCK STREET, SOUTH STOCK | WITCH PREDAY 10/12/2025 | DELTHORE WATCH FANDAY 10/12/2023 432-65-2664 | 285BA6 1071272023 | MARCH SEATURE 20/12/2013 | WHICH PERUAC (4/12/2013 | DED PREERY 10/11/2003 | DELTATIVE DID FRYGRE 17/1//All ALL-A-1303 | |
| December 15 18183 (CESSO) | TTp 2011 Mark | 378 | A:19 | LON . | B(3) | 50 | | | | 00 | COM . | DOM . | 558 | 524 | | | CM | DH DH | 124 | De | Dal 1 | | 55 | 100 | 120 | 129 | | E E | | | 8 8 | 3 | | 49 | | | | | | 192 | | 30 | 2 | 3 | 32 | 30 | 90 | 30 | 190 | 100 | 30 | 30 | | |

| | Assess | 11.2 | 2 | 6.44 | 9.10 | F. F. | 14. | Ē. ! | | 7 | 11.50 | 1 33 | 11.19 | 28 45 | 94.20 | 61 61 | | | - : | 1, 10 | ==== | - T | 4.15 | 4.85 | 5 13 | 4 13 | ş. ş. | 0 t 4 | 24.16 | 4).64 | | 94.77 | 0 63 | 170.113 | 03 89 | 0.0 | ** (| | 5) (7 | 06 64 | 06 04 | 20 20 | 91.1 | 4.54 | 24.45 | 13.63 | 41.14 | 1.34 | z. | 21.16 | 24.17 | 20.7 | 00.00 | | 4.5 | |
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| or well entremely a metal and social | Describeron Pane Item | The second of th | SRD ANDRY INCOME. | S&D PARCHAY 10/13/43/23 | DS_TANDED DRD - PARYDRY ID/10/2010 Wall-09-2004 | TWO MANUAL INTERNAL | CERTACLORY USER CO. | CED PAYONY LOUGHS CEL | DELLANDS INC. MARKON LANGING BOY NEWS OF THE STATE OF THE | MATTER PAYSAY 10/33/3033 | MACCA PAYON'S JULY 1/1013 | CENTRAL PANCAN PANCAN | Literature martin parting total/dural mus-us-sens | DRIEMBAP WASTE PAYSAN 18723,3037 802-01-3668 | CLULY LANCONS 13/12/4/41 | HARTON PAYTHAN 13/22/2013 | MARCH PAYSMS 13/12/2013 | MATCH PARCHA 15/C2/2013 | Modern Market Parket in 1972 (1972) and the second | MATTER PAYDAM SEALS | 09D 64476F 117-77-025 | 020 PAYSA 11/12/2023 | DED PAYSON 19/17/7023 | 010 | 020 PAYDAR 11/12/2029 | BACKAR DED | F000/21/P0 | existing ad/LS/2018 | DEN PARENT AGAINADOLE | митем мумему са/100.0614 | WTCH PAYOR? 34/13/76/3 | Complete and the comple | PERSONAL PROPERTY AND PROPERTY | Transcribt switch River | HORTH MARKET LACTOR SECTION | DELTHOOR DEFINITION TO THE STATE OF THE STAT | CELTAGEN DED FASTERY LOZENZANOS APPROPERATOR | DED TRYDAY 10/15/7975 | MATCH 24/2047 10/12/7025 | MATCH SKYDAY COLD /2023 | MATCH SKYDAY 10/12/7073 | The state of the s | 1/42/14/16: Maxael 030 | Sept. 247042 (0/12/2023) | DED TATOAY | DISABILI DED - ZAZDAY LOZIZ/ZPZS APL-40-2002 | DESCRIPTION OF TAXONAL COLUMNS A MINES A MINES AND ANALYSIS OF TAXABLE | DOSANTLE DED - 9KKBAY 10/12/2023 4 Pt - 17/2032 | DED SHEDNE 10/12/2023 | 18h - 26sBbc 10x1272621 | 140 Section 10/12/2023 | DED PREDOT 10/12/2023 | | ueb - Section 10/12/2623 | 360 7691187 : 0212/3030 | |
| Defect 11/000/25 15/15/15 CPC7001 | Ort Date Version | | | | | | | | | | | | | | | | | | | - " | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | PE 8 Assum | | P. II. | 45.4 | 14.13 | , q. | .43 | 11. | .0. | | | . : | | | | ,0 | Ī. | 63 | .0. | *** | .00 | 0.3 | 10. | | | | 4 | 36 | 62 | 4 34 | 1.24 | 3.10 | 3. 3. | E1 3 | *** | | 5 34 | . 7 | 2 ! | <u>:</u> ! | | 4 | | - | | | 38.44 | 10.45 | 121.93 | 62.45 | | | ÷ | 26.87 | | 0.44 | 1431.01 | 244.02 | 3:04 03 | 644 03 | 10.50 | 26 61 | | |
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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 Paxon Commissioner 373-894-6215

Hank Hopkins Commissioner 573-894-6215

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;

Thefore 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 Reven 401-0-1285 401-0-1260 406-0-1260 | General-BLM GeoThermal Lease General-Refunds/Reimbursements Indigent-Refunds/Reimbursements | \$ \$ \$ | 150.88 12,774.48 600.00 |
|---|---|----------------|-----------------------------------|
| Increase Expen 406-70-2668 401-08-2900 428-00-2096 | Indigent-Indigent Burial Law Enforcement-Capital Outlay CLLA-Probable Kills | \$ \$ \$ | 600.00 12,774.48 200,000.00 |

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



1712 Date
Truth or Consequences, New Mexico 87901

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

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

BOARD OF COUNTY COMMISSIONERS SIERRA COUNTY, NEW NEXICO

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 | | Amo | ount Billed | | Amount Pai |
|---|--------------------------------------|-----------------------------------|------------|--------------------|--|--------------------|
| 02 | Jail - In House Inm Jail - Dental | nate Service | | 8,502.13 329.60 | | 8,502.13 318.46 |
| 07 | 2911 - Chaurea | | - | | | |
| | | Expenditures Reimb/Adjustments | | 8,831.73 | | 8,820.5 |
| | | Grand Total | | 8,831.73 | | 8,820.5 |
| Source T | otals Report Detail | | | | 1777 F. G. | |
| Invoice # | per out of the decrease in | Source | DOS | Am | ount Billed | Amount Paid |
| INMAT | TE*2775*28 | 02 | 01/07/2023 | | 110.00 | 110.00 |
| | TE*2775*26 | 02 | 10/11/2023 | | 1,302.45 | 1,302.45 |
| | TE*2775*26 | 02 | 10/11/2023 | | 2,082.05 | 2,082.05 |
| .12.255120-3- | TE*2775*26 | 02 | 10/11/2023 | | 1,804.18 | 1,804.18 |
| -00000000000000000000000000000000000000 | TE*2775*27 | 02 | 05/01/2023 | | 654.45 | 654.45 |
| | TE*2775*27 | 02 | 06/01/2023 | | 1,557.99 | 1,557.99 |
| | TE*2775*27 | 02 | 04/01/2023 | | 775.01 | 775.01 |
| 11.00 | TE*2775*27 | 02 | 06/01/2023 | | 216.00 | 216.00 |
| 3 invoice | es, 8 line items | | | | 8,502.13 | 8,502.13 |
| 12911 | *5616*1 | 07 | 09/07/2023 | | 28.94 | 28.94 |
| | *5616*1 | 07 | 09/07/2023 | | 11.14 | 11.14 |
| - 12 CERT CO (2 CO) | *5616*1 | 07 | 09/07/2023 | | 11.14 | 11.14 |
| | *5616*3 | 07 | 09/07/2023 | | 28.94 | 28.94 |
| | *5616*3 | 07 | 09/07/2023 | | 11.14 | 11,14 |
| | *5616*3 | 07 | 09/07/2023 | | 11.14 | 11.14 |
| | *5616*1 | 07 | 09/07/2023 | | 28.94 | 28.94 |
| | *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 | 1*5616*3 | 07 | 09/07/2023 | | 28.94 | 28.94 |
| 12144 | *5616*3 | 07 | 09/07/2023 | | 11.14 | 11.14 |
| 12144 | 1*5616*3 | 07 | 09/07/2023 | | 11.14 | 11.14 |
| 12144 | *5616*3 | 07 | 09/07/2023 | | 11.14 | 0.00 |
| 6 invoice | es, 20 line items | | | | 329.60 | 318.46 |
| Grand To | otals | | | | 8,831.73 | 8,820.59 |

9 invoices listed. 28 line items listed.

Claim of Exemption Tracking Sheet

Application submitted to Planning Coordinator

| Submi | ttal Date: 10/17/2023 Sierra County Case No. 23-004 |
|----------|---|
| Acet N | ttal Date: 10/17/2023 Sierra County Case No. 23-004 umber(s): 8069 Property Tax Amount: \$/041.32 |
| Plannin | g Coordinator |
| Ø | Accepts application, creates tracking sheet |
| U | 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 |
| P | Reviews Application and supporting documentation for approval |
| Œ | If QK, recommends approval and submits to Administrative Director to place on BOCC Agenda for next Commission Meeting with recommendation to approve |
| MAG | If not OK, returns to Applicant with request for additional information |
| Board o | of County Commissioners |
| | Approval, returns to Planning Coordinator with signed signature page |
| | Disapproval, returns to Planning Coordinator with no action. |
| Plannit | ig 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 |
| Treasu | гег |
| | 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 |



CAMINAGE CHANGEZ
SIGNACH COUNTY TREASURER
1712 M DATE ST ST B
T OR C, MH 87961
(575) 894-8524
CCHANGZOSIGNRADD.ENG
KOMUNICERIGOD.ASC

BULEAL # 14153191

DATE 10/17/2023

31-70916

F856

THE SCERRA COUNTY TREASURES HAS RECEIVED: 50,02

FROM SOUDER HILLER & ASSOCIATED

SLALK OF EXEMPTION

4017 1259

50,00

0.680 (1.055.000)

ROUP TO PARACTADITY YO

| Sierra County Case No. 23 -004 | |
|--|---|
| (List all owners of record) | |
| Regulations for the following reason(s). I co | , claim an exemption ubdivision Act and the Sierra County Subdivision entity that this transaction involves Exemption |
| attachments.) | ed as follows: (insert exact legal description or note d 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 ginals. Provide the legal descriptions of the new |
| Signature January Daugherty | Signature of Person Receiving Property |
| Print your name here | Print your name here |
| 5051 S. Wilt- Ave | Address |
| Las Cruces, NAA SROLL City, State and Zip tode | City, State and Zip code |
| 575-644-7614 Telephone Number(s) | Telephone Number(s) |
| SUBSCRIBED AND SWORN to before me 20 72- STATE OF HE COLUTY OF | BARBARA K. RODRIGUEZ COMMISSION # 1009151 |
| My Commission Expires: | Babak Rodingray NOTARY PUBLIC |
| Date: Sierra County | |
| | ra I hereby certify that this instrument was filed for, 20, atO'clockm and, of the Records of said County. |
| | , of the Records of said County. |
| By: Deputy Clerk | County Clerk |

| Sierra County Case No. 23-004 | |
|---|---|
| (List all owners of record) | , claim an exemption |
| | ubdivision Act and the Sierra County Subdivision artify that this transaction involves Exemption |
| | ed as follows: (insert exact legal description or note |
| I further certify that the information provided correct and that all documents attached to or | d by me in this Claim of Exemption is true and enclosed with this Claim of Exemption are originals ginals. Provide the legal descriptions of the new ary to list all owners of record.) |
| Signature The Vigit | Signature of Person Receiving Property |
| Print your name here | Print your name here |
| 5064 Dyoming Blyd NE COD Address | Address |
| City, State and Zip code | City, State and Zip code |
| Telephone Number(s) | Telephone Number(s) |
| SUBSCRIBED AND SWORN to before me | |
| My Commission Expires: | NICOLE CRANSR Notary Public - State of New Mexico Commission # 1126043 My Comm. Expires May 10, 2021 |
| Date: | NOTARY PUBLIC |
| Sierra County STATE OF NEW MEXICO, County of Sier record on theday of, Page | ra I hereby certify that this instrument was filed for, 20, atO'elockm and, of the Records of said County. |
| By: | County Clerk |

| Sierra County Case No. 23-004 | |
|--|---|
| IN Carrie T. Hearn | |
| (List all owners of record) | |
| | , claim an exemption |
| | Subdivision Act and the Sierra County Subdivision l certify that this transaction involves Exemption |
| The property involved in this sale is descriptated attachments.) | ribed as follows: (insert exact legal description or note |
| I further certify that the information provi | ded by me in this Claim of Exemption is true and |
| | or enclosed with this Claim of Exemption are originals |
| | originals. Provide the legal descriptions of the new |
| divided parcels. (Use separate page if nec | |
| Carrie & Okar | 7 |
| Signature Carne T. Hearn | Signature of Person Receiving Property |
| Print your name here | Print your name here |
| Po Box 1853 | |
| Address | Address |
| reduces | Andress |
| Torc 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 Sentence |
| 20 2 | |
| KAREN | L. THOMPSON |
| My Commission Expires: NOT | ARY PUBLIC OF NEW MEXICO |
| COMMIS | SION # 1039285 |
| Ocember 24 2025 COMMISSION | EXERES: 12-28-2025-10 |
| Catalan de Sal Davido | NOTARY PUTLIC |
| Date: | 10000 |
| Sierra County | |
| ¥ | lierra I hereby certify that this instrument was filed for |
| | |
| duly recorded in Book Page | , 20, atO'clockm and, of the Records of said County. |
| only recorded in 200%, rage | , at the records of said County. |
| Ву: | |
| Deputy Clerk | County Clerk |

| Sierra County Case No. 23-004 | _ |
|---|--|
| | |
| (List all owners of record) | |
| | , claim an exemption |
| from the requirements of the New Mexico | Subdivision Act and the Sierra County Subdivision |
| _ | sertify that this transaction involves Exemption |
| No(s) | . 4 . 4 6 . 11 |
| | ed as follows: (insert exact legal description or note |
| attachments.) | ed by me in this Claim of Exemption is true and |
| correct and that all documents attached to c | r enclosed with this Claim of Exemption are originals |
| or true complete and correct copies of all or | riginals. Provide the legal descriptions of the new |
| divided parcels. (Use separate page if neces | sary to list all owners of record.) |
| X Don Justo | |
| Cirmohuso | Signature of Person Receiving Property |
| Dionicio Tryito | |
| Print your name here | Print your name here |
| QUANTING THE | |
| Address | Address |
| | |
| Truther Conogen N | 9 370 |
| City State and Zin code | Ciry. State and Zip code |
| (838) (469) 450- | 56 44 / 1575) 894-3171 |
| Telephone Number(s) | Tetephone Number(s) |
| • | To An |
| SUBSCRIBED AND SWORN to before in | te this 15 day of 1000 day. |
| 20 2 2- | |
| | |
| My Commission Expires: | |
| 1VII-4-2023 | |
| 1 | NOTARY PUBLIC |
| Date: | |
| Sierca County | |
| STATE OF NEW MEXICO, County of Si | erra I hereby certify that this instrument was filed for |
| record on theday of | , 20, atO'clockm and |
| duly recorded in Book, Page | , of the Records of said County. |
| By: | |
| Deputy Clerk | County Clerk |

| Sierra County Case No. 23-00 | <u>>4</u> |
|--|--|
| (List all owners of record) | , claim an exemption |
| Regulations for the following reason(s | ico Subdivision Act and the Sierra County Subdivision). I certify that this transaction involves Exemption |
| No(s) The property involved in this sale is deattachments.) | escribed as follows: (insert exact legal description or note |
| I further certify that the information proceed and that all documents attached | ovided by me in this Claim of Exemption is true and it to or enclosed with this Claim of Exemption are originals all originals. Provide the legal descriptions of the new necessary to list all owners of record.) |
| Signature | Signature of Person Receiving Property |
| Print your name here | Print your name here |
| Address | Address |
| City, State and Zip code (578) 536-2100 | City, State and Zip code |
| Telephone Number(s) | Telephone Number(s) |
| SUBSCRIBED AND SWORN to be for | ore me this A day of August |
| My Commission Expires: | MARISELA MORENO |
| Ollmany 15, 2004 | NOTARY PUBLIC |
| Date: Sierra County | |
| STATE OF NEW MEXICO, County of | of Sierra I hereby certify that this instrument was filed for , 20 , at O'clock m and |
| duty recorded in Book, Pa | ge, of the Records of said County. |
| By: | County Clerk |

| Sierra County Case No. 23-6 | 204 |
|---|--|
| I'We East Transit | |
| (List all owners of record) | |
| | , claim an exemption |
| from the requirements of the New M Regulations for the following reason No(s) | fexico Subdivision Act and the Sierra County Subdivision (s). I certify that this transaction involves Exemption |
| The property involved in this sale is attachments.) | described as follows: (insert exact legal description or note |
| I further certify that the information | provided by me in this Claim of Exemption is true and |
| correct and that all documents attack | hed to or enclosed with this Claim of Exemption are originals |
| | of all originals. Provide the legal descriptions of the new |
| Eal Just | if necessary to list all owners of record.) |
| Signature | Signature of Person Receiving Property |
| BARL TRUSTICES | The state of the s |
| Print your name here | Print your name here |
| HC 31 P+x 96 C | |
| Address | Address |
| CARALLO NA \$793 | <u> </u> |
| City, State and Zip code | City, State and Zip code |
| 575-770-2565 | |
| Telephone Number(s) | Telephone Number(s) |
| SUBSCRIBED AND SWORN to b | efore me this Day of August |
| My Commission Expires. | 7 |
| January 15, 2024 | MARISELA MORENO Notary Public - State of New Mexic Commission 4 1114041 NOTARY PUBLIC No Commission 5 1624 |
| Date: | NOTARY PUBLIC My Comm. Expires Jan 15, 2024 |
| Sierra County | |
| | ty of Sierra I hereby certify that this instrument was filed for |
| record on theday of | Page, 20, atO'clockm and |
| outy recorded in Book, | Page, of the Records of said County. |
| Ву: | County Clerk |
| Denuty Clerk | County Clark |

| the Claim of Exemption. | |
|--|---|
| Return original document to: | |
| Name Mark A. Fiks 559 | |
| Name Mark A. Fikse 58 Mailing D.O Drzwer 391; Torce Nul 87901 Street address or P.O. Box | |
| Street address or P.O. Box | |
| City State 7in Code | |
| City, State, Zip Code | |
| Telephone Number(s) (575)884-716 | |
| FOR OFFICIAL USE ONLY | _ |
| FOR OFFICIAL OSE ORE I | _ |
| | |
| The foregoing Claim of Exemption is incomplete. Please provide us with the following | |
| information and/or documents so that we can process your claim: | |
| <u> </u> | _ |
| | - |
| | _ |
| | _ |
| | _ |
| | - |
| <u> </u> | |
| - John Maria | |
| The foregoing Claim of Exemption is herby denied for the following reason(s): | |
| | _ |
| | _ |
| | _ |
| | _ |
| | _ |
| | _ |
| Date: Sierra County | _ |

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

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 | Description and Required Documentation |
|-----------|--|
| No. | Description and Regulate Exemitation |
| 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 AUL 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 LR.S. EXEMPTION LETTER AND/OR OTHER LR.S. DOCUMENTS DEMONSTRATING ENTITLEMENT TO EXEMPTION AND CERTIFIED SURVEY SHOWING |
| | 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. |

FILED
7th JUDICIAL DISTRICT COURT
Sierra County
3/22/2623 2:27 PM
MARY MORA
CLERK OF THE COURT
/s/ Guadalupe Marin

STATE OF NEW MEXICO COUNTY OF SIERRA SEVENTH JUDICIAL DISTRICT COURT

> No. D-721-CV-2419-00243 JUDGE: Henorable Shannen Murdock

DON TRUJILLO and VERNEL TRUJILLO Plaintiffs,

78.

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 OUTET 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

1

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 filed

herein, having considered the evidence introduced, and having heard and considered the

arguments of coursel, and being fully advised in the premises, finds the facts to be as follows:

- 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 eptered his or her appearance homin 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.
- 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 Intervenors, 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.

The Plaintiffs and Intervenors 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 Intervenors 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 Intervenors are entitled to the relief prayed for in the Compleint, and to a Decree quieting his title in for 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:

- 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.
- 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' pame.
- 4. The Intervenors 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 bareto 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 Intervenors' names, in equal shares, as their respective undivided interests as terrants in common and as their sole and separate property.
- The Plaintiffs and the Intervenors 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 casements 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 Intervenors that reflects their agreement and mutual interests in the read.
- 6. That the estate of the Plaintiffs and Intervenors 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 lieu 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 Intervenors 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.
- 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

SHANNON MURDO DISTRICT JUNGE

YE GETTIMEUE

MARK A. FILOSA Attorney for Plaintiffs Post Office Drawer 391

County Clerk.

Truth or Consequences, NM 87901 (\$75) 894-7161 FAX: (\$75) 894-7570

APPROYED:

JAIME FAUBIN Altorney for Minor Defendants

and Defendants in the Maitary Service of the United States

Post Office Drawer 151

Truth or Consequences, NM 87901 (575) 894-3031 FAX: (575) 894-328

_N_Joshua Daver______
JOSHUA DWYER
Attorney for Interveners
201 N. Church St., #201
Las Cruces, NM 88001
(575) 522-0765 PAX: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 stemped LS 8473, for the Northwest Corner of the herein described tract of land, from whence the Northeast Corner of said Section 18 (a found GEO Brass Cap) bears N88*45'45"P, 2251.04 feet along the north line of said Section 18; Thence N88*45'45"P, 625.00 feet along the north line of the herein described tract of land; Thence 809*08'55"E, 491.79 feet along the east line of the berein described tract of land; Thence 820*53'26"W, 231.77 feet along the east line of the berein described tract of land; Thence 814*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°B, 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 fract of land located in a portion of the Northwest 1/4 of the Northeast 1/4 (NW1/4NE1/4) of Section 13, 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 Breas Cap) bears N88°45'45'E, 2251.04 feet along the north line of said Section 18;

Therece NBS*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 \$20°53'26"W, 231.77 feet along the east line of the berein described tract of land;

Thence \$14°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 engle point of the herein described tract of land;

Theree N79°49'16"W, 422.09 fleet 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. Contains 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 Northean 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:

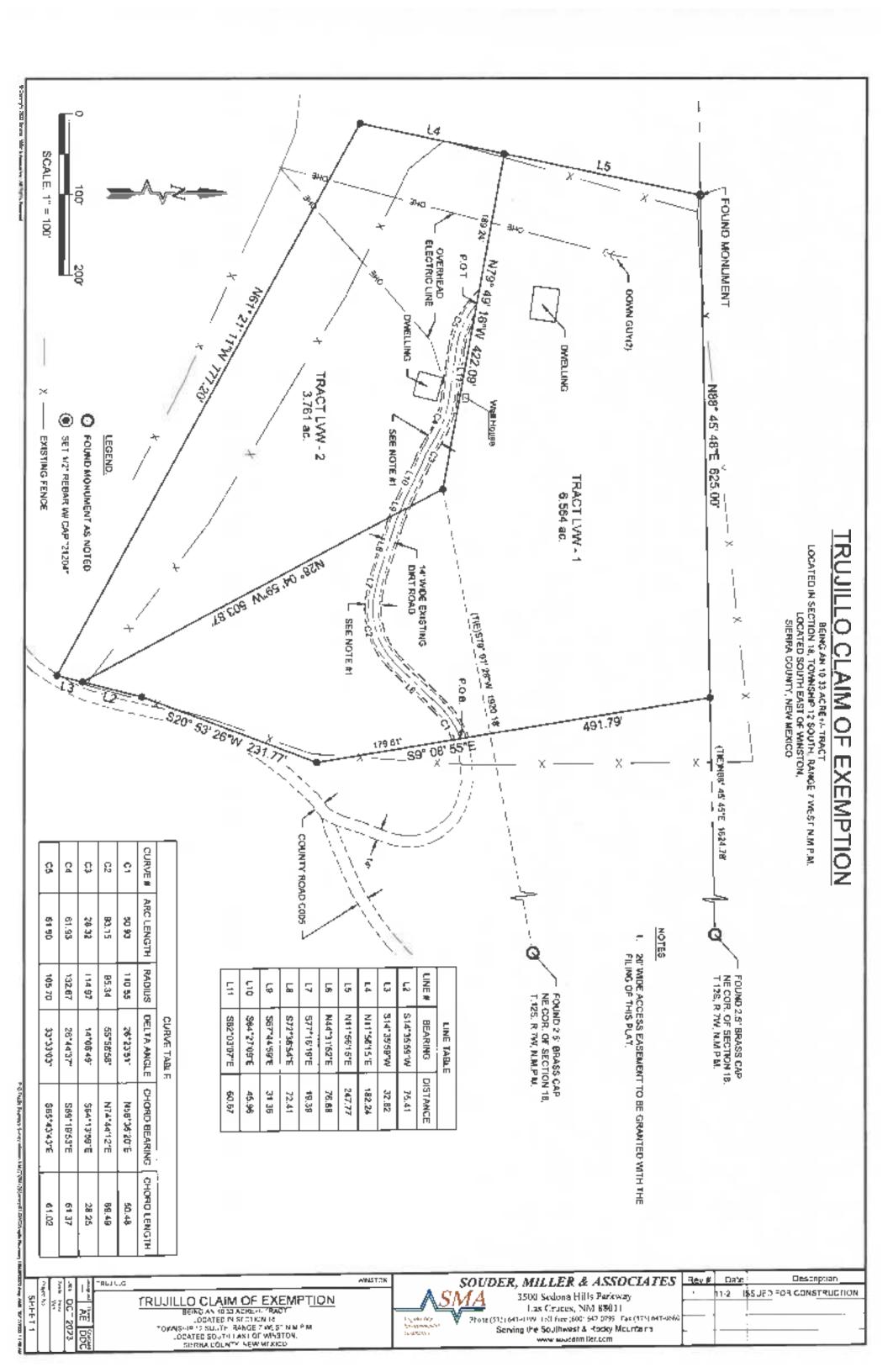
Beginning at an angle point on the north line of the horsin described tract of land, from whence the Northcast Corner of said Section 18 (a found GLO Brass Cap) bears N79*01*28*E, 1920.18 feet; Thence S28*04*59*E, 503.87 feet along a northerly line to an angle point on the casterly line of the herein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

Theore \$14°35°59°W, 32.82 feet along an easterly line of the horein described tract to the southwest corner of said tract;

Thence N61°21°11°W, 777.20 feet along the southerly line of the berein 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 \$79°49' 16°E, 422.09 feet along the northerly line to the point of beginning. Contains 3.761 seres, more or less.





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 \$09°08′55°€, 491.79 feet along the east line of the herein described tract of land;

Thence \$20°53'26"W, 231.77 feet along the east line of the herein described tract of land;

Thence \$14"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 TRUJULO 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 leet 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 \$09"08'55"E, 491.79 feet along the east line of the herein described tract of land;

Thence \$20°53′26°W, 231.77 feet along the east fine of the herein described tract of land;

Thence \$14°35'59"W, 75-41 feet along the east line of the herein described tract of land to the Southeast comer 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 S64 acres, more or less.

LEGAL DESCRIPTION - LORRAINE TRUJULO

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 Come: of said Section 18 (a found GLO Brass Cap) bears N79*01′28″E, 1920.18 feet;

Thence \$28°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 \$14°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 579°49'16"E, 422.09 feet along the northerly line to the point of beginning. Contains 3.761 acres, more or less.

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report are true and correct to the beat-

Of my knowledge and includes all funds

DEPARTMENT OF FLIGHTS AND ADMINISTRATION Physic I CHONEY OF BURNERS entity

PODAT COASSINGAL DIACESCON

RECAZ AND RECONCIDENTION REPORT

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| 1 | CA CEMENAL PURT | | | | | | | | | | 29986.41 | -14586 11 | -20473 43 |
| 3 | N CAMPPELL PENAMETAL ASSURANCE | | | | | | | | | | | | -20473.43 |
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| | M MMOTE SAMOS HISSILE RADGE | | 2846 00 | | 1111.50 | 1844.48 | | | | 1669.09 | | | -11142845 66 |
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| 4 | IT HILLSBOOD TIME DEPT. | 316334 33 | 62730.06 | | 25181 15 | 146604 10 | 1881 11 | | | 9teige mi | | 372164 41 | -18782894 46 |
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| 4 | LO MONSCON FORE DEPARTMENT | 261310 46 | 18703 06 | | 91898 12 | 121241 48 | 197 13 | | | 901900 BA | | 401404 4K | -зацаМак ка |
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| 4 | N CAS PALORUS FIRE DEPT | 201703-76 | EZGLE OG | | 228517 66 | 201652 09 | 696.05 | | | 223787.84 | | 785787 84 | -19864196 15 |
| 4 | LE STATE SP PROJECTS | ASTREL BA | | | 2413 72 | 96170.22 | | | | 98710.22 | | 99710.22 | 19585965 92 |
| 4 | LT STATE SAP PROJECTS | 127270 66 | | | 1541.73 | 106578.91 | | | | 106576.87 | | LD6516.97 | -19419146 46 |
| 4 | LA STATE SE PROJECTS | 81529 35 | | | 75419.61 | 56:20.63 | | | | 56430.61 | | 55420.63 | -19462978-35 |
| 4 | LO COMPRIMITY DROJECTS | | | 49875 06 | 45/198.18 | 4378.84 | 12825 08 | | | 11203.84 | | 17203.84 | -19385774 61 |
| 4. | 25 REAPPRAISAL PLOTO | 91941 77 | 2877 11 | | 74470 54 | 69161.84 | 114 54 | | | 75182.34 | | 73382.34 | -17315572 37 |
| 4 | N LC SEATENERT FUND | | | | | | | | | | | | -19325592 LT |
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| 4 | SE COUNTY LIVESTOCK LASS AUTHORITY | | 349862 49 | | | 249861.49 | | | | 245861.49 | | 245861.49 | -34782478 16 |
| - 1 | M TAXES PAID IN ADVANCE | 75045 W4 | 1443 63 | | | 75471 69 | | | | 25513.69 | | | -38762934 47 |
| 41 | 71 LOGGERS TAX/JRONO FUND | LENNO 23 | 4157.85 | | 406.09 | | | | | 22192.46 | | | -347e1713 99 |
| 4- | D LIPETSTREBOTED CURRENT TAMES | | 1288176 45 | | | 3288736.4L | | | | 1286336.01 | | | -37466785-68 |
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| | TO STANT PROJECTS | 20076 80 | 198552 28 | | 1237478.49 | -170499.33 | 47166.78 | | | -733732.40 | | -220218.60 | -38179318-18 |
| 51 | NE LEGISLATIVE APPROGRAMICS | | 847/52 62 | | 338962.87 | | | | | 210349.12 | | | -3798#769 OB |
| 51 | THE INTERNAL CAPITAL INFROVENCENTS | | | | | | | | | | | | -37988169 06 |
| 51 | 71 BLECTRONIC MOST TORING | 9499-86 | 430) 03 | 4003 00 | 1081.53 | 10433.83 | | | | 33413.42 | | | -37080346 42 |
| 51 | 25 DAT SKOOMAN BEES | 9190# 25 | 6136 92 | | 9057.25 | 91281.50 | | | | 63284 50 | | | -17854661 12 |
| 50 | S DAI CISTREBUTION | 54271.58 | 75459.07 | | 53834.31 | \$11.07 | 3267.37 | | | 7616 44 | | | -17665813 48 |
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| 93 | II LOCAL Росман и прукторнаму | 42000000.03 | 20012122 | | | 4000000 00 | 411, 17 | | | #0E4DE4.30 | | | -33757643 66 |
| | 13 LATON- MORNAL | 3103946.45 | 1450401.01 | | 23 c234 ca | | 73701 99 | | | 6494732.40 | | | -73529L3 18 |
| | I MANTAL HEALTH (CTAMP CRT) | 76425.17 | 13433.14 | | צו ניב | | .2706 47 | | | 86+50.21 | | | -7214892 91 |
| 45 | 1 THORSONOOL WATER | | | | | | | | | 84478.22 | | | -72L4#62 91 |
| | M. SIBARA SOIL HATER DIST | 41(5.32 | 1828.45 | | 2019.66 | 847.35 | | | | 147.19 | | 643.10 | -73L1606 76 |
| | 2 SZACEPORE GRY | 72034.36 | 233447.52 | | 201111.04 | 64164 14 | | | | 64354 74 | | | -7349863 08 |
| 55 | STORIC SCHOOL 25% | 18356.62 | 71035.85 | | 88932 04 | 25125 45 | | | | 15735 43 | | | -2232716.00 |
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| | 475 COUPTY COMMONITY BUTCLECHES | | | | | | | | | | | | -5961446 44 |
| | 821 STERRA COUNTY FEODD COMMERCES | 1370701 96 | 1457.14 | | 2065.76 | 1275555.60 | | | | 1076666 60 | | 1479999.60 | -8709934 99 |
| | 400 EMERGENCY HOUSEMENT SERVICES | | 71988.81 | 49933.30 | 81967.64 | 12912.67 | 1988.61 | | | 10.925.00 | | 1897: 18 | -869-2465 21 |
| | 623 LAS 7830HAS IBMS | 5461 86 | 1 36 00 | | 2787.89 | 33009.95 | | | | LOSUP AP | | 10004 95 | - EREGW5 > 76 |
| | 634 STERMA COURTY REGIONAL DESPATOR | 383349 16 | 750167-04 | 25062.50 | 537723.26 | 184255.40 | 1219.42 | | | 191440 83 | | 141541.85 | -8487148 44 |
| | 615 TPEAGUREN'S FEES | 289T1 02 | 3011.00 | | | 17848.17 | | | | 20848.01 | | 00098.07 | -8444699 87 |
| | 619 KGAD DEPT PENUL PUNDS | | | | | | | | | | | | -8466449 87 |
| | 649 PLOGO COMMISSION FROM PLANTAS | 20090.00 | | | | 204367.10 | | | | 30#307.05 | | JU8907.00 | 10754903-00 |
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| | TOS SCHOOL - OPERATIONAL | 34 64 . 94 | 1307.02 | | 5234 84 | 552.12 | | | | 552 17 | | 557.47 | 9751691.75 |
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| | PES LAMBFELL PERMITTING ASSUMPTION | 132986.71 | 912 hi | Asan no | | 395319 04 | | | | 143814.04 | | | -1843994 32 |
| | 932 PLOCO COMPERSON | 1636566.00 | 28546 02 | | | 1661954.23 | | | | 1001751.17 | | 1689954.12 | |
| | GRAPH TOTALS | 19779630 44 | 10:05195 09 | | 6870350.55 | 22448266.68 | 374698 23 | | | 10062759.90 | 71982759,90 | | |
| <u>ulu</u> | la a l'interrepte del cu | | | | | 23496166.68 | | | | | | | |
| | | | | | | | | | | | | | |

COUNTY OF GIRLIAN

| Printed 16-19 75 TUBSCAY | Hūn | PRES 1, 2011 | | | Page 1 | | | |
|--|------|----------------|--------------|-----------------|----------------|-----------------|-----------------|--------|
| | | | Reput | Cod as of TUBER | MY DOTORNE IL. | 2823 CIMDA | Marie Lo. | ÜLPKSG |
| | | | YearLy | Yearly | Yearly | VeerLy | | |
| | | megan - places | Cools | Cash | Caut | Cash | | |
| | | Malence | Receipts | Transfer-out | Transfer-In | 06 sbarnesenr | fortwi. | |
| DART I | | | - | | | | | |
| 4 - 500777001-24 | | | | | | | | |
| N.DOTTO PINCO | | | | | | | | |
| LADRING PLANTS | | | | | | | | |
| GEHERAL MAIO | 404 | 2,455,016,15 | 1.040.042.09 | 608.7LG 25 | | 1,791,261,62 | 3, 291, 612, 52 | |
| ROAD DEPARTMENT | 403 | 193,659,63 | 117,000,59 | | 103.800 06 | 310,051.56 | 182,790 6M | |
| Finding to Market | 103 | 4,755,64 | | | 7.519.75 | 4,119.21 | 6,480 40 | |
| WHITE SINGS MESSIA BANCK | 1111 | | 2.848.00 | | | L. 27# 42 | 2,469 44 | |
| EN-DYTELL | 415 | 46,458,57 | 41.54D.9D | 8.500 00 | | 96,698 19 | 18,971 44 | |
| COUNTY SHEEDING CLASHS | 425 | 98.422.75 | 185 351.84 | * | 34.500.06 | 194.910 96 | 161,769 61 | |
| MAGAY HOSPITAL MUNIT | 417 | 50.611.15 | 384 854.42 | | 24.140 00 | California da | 50,405.81 | |
| STATE COOP PROJECTS | 418 | 101.460.94 | 227 221112 | | | 3 441 74 | WE, T'D 32 | |
| STATE CAN PRODUCTS | 417 | 109.220.84 | | | | 4,443 Yk | 100.576 97 | |
| STATE OF PRODUCTS | 419 | 69.529.86 | | | | 25 115 21 | | |
| Community encounts | 119 | 08.567.80 | | | 19,475,00 | 85 446 16 | **.410 63 | |
| IN CONTY APPRAISAL. | 172 | 98.551.27 | 2,417,31 | | **, ***, *** | 34,478 58 | 4.578 84 | |
| LIA NAZIRIBIT GEJUU ZUND | 474 | V#.541.67 | 2.411.21 | | | 34,478 48 | 84,147 84 | |
| HART I CHARLE STITTLINGST | 471 | 6.949.50 | 31, 124, 13 | | | | | |
| (1) COMMETCUS SALIDANDA | 121 | 6.347.50 | | | | 40. LI = 49 | | |
| HANDLING & TAX ABOND LONG | | 34.839.23 | 349,861.89 | | | | 249.861 49 | |
| CHANT MOJECTS | 508 | 10.826 40 | 1,041.44 | | | 409.00 | 27.592 41 | |
| | | 10.826 80 | 396,543 14 | | | 1,117,418,45 | 710.899 39 | |
| LEGISLATIVE APPROPRIATE | | | #81,311 HM | | | 216.982.67 | 210.349 13 | |
| INTERNAL CAPITAL IMP. | 504 | | | | | | | |
| STRUMENT HONTANTHER | 507 | 9 490 MG | 1.005 00 | | B. 0EQ. E0 | #. GEL.D) | 30.423 63 | |
| DAI LUCCHAN LES | 561 | 41 104 74 | 6.476.40 | | | 5, 057, 35 | 95.263 50 | |
| THE DISTRIBUTEDO | 569 | 34 3 kg - 40 | 75.639 40 | | | 59.455.DI | 693 01 | |
| THAND 1MD | 534 | 1, 769 55 | 16.649.70 | | | 13.314.00 | 5.880 05 | |
| LOCAL ECCHONIC DEV. | 53 L | 4,640 and no | | | | | 4.08a.8ap ob | |
| US ORPAKTMENT TREASURY | 532 | 3,382,446.49 | 5.450.600 40 | | | 110.335.06 | 6,415,833,49 | |
| HEDITAL HUALTI. | 610 | 76, 619 YT | 18,410,76 | | | 312.32 | 14.150-23 | |
| SALL 2 HOEF TEAM | ME L | 1,741 8) | 2.327 94 | | | 3.301.41 | 56E 2E | |
| LAW INTORDIDITY PADERS | úć4 | LK, 393 33 | 141.500 00 | | | 42.914.65 | 130.817 69 | |
| CDMRECTION FUMD | BEN. | 276,460.68 | L78.793 63 | | 161.5[0.[0 | 586.237.De | 140.564 46 | |
| BHEREIDREY COMMUNICATIONS | | 274,923 57 | 794.755.46 | 75.062.50 | | 71.612.17 | 470 863 63 | |
| TASH POICE SHAVE | E31 | | | | | | | |
| ENWYENP CONTROL SUS | 638 | | | | | | | |
| CLEAN/BQUID/ABCORD FEE | P 14 | 475.93° 19 | 31.834 OD | | | 4,509.82 | 187 343 48 | |
| CORNTY COMMANDY BLECK | 6.14 | | | | | | | |
| \$1 Briss, CONWEY FLOOR FORM | | 1,270,787 96 | 6.151.44 | | | 2,015.70 | 3,276,656.66 | |
| | 674 | | 37.074.63 | | 48.915 50 | 61,967 44 | 12, 823, 67 | |
| | * 74 | 202.745 20 | 234.367.00 | | 25.042 50 | 227,728.26 | 284, 855, 42 | |
| TERASIONE PINK | 6.75 | 78.517 (7 | 2 273.00 | | | | 10, 344 07 | |
| ROBERT PROPERTY PROPE | + 55 | | | | | | | |
| MINOR COMMITTENDS PEND | 440 | 204.337.00 | | | | | 244, 481 88 | |
| FIRE DEFT FEW | 443 | | | | | | | |
| NAMED PROFINE | 10D | | | | | | | |
| **SUSTOTAL: A SECURITO PO | 606 | 15,411,143.34 | 0,000.053.60 | 441,212.79 | 457,712.75 | 3, 457, 896, 38 | 14.049.498 18 | |
| | | | | | | | | |

| **BRITION F- INVESTMENTS | | | | | | | |
|--------------------------|-----|---------------|--------------|-------------|------------|-----------------|------------------|
| SEMERAL PURC | 901 | 2,404,639,16 | 79.525.23 | | | | 2.434.564.55 |
| LANDFILL PIMAKCIAL ASSUR | 805 | 113,936,13 | 517.71 | | 8,500 00 | | 147.319.04 |
| FLOOD COMMISSION | 527 | 1.635.366.30 | 70,608.27 | | | | 1,689,994,50 |
| **SEPTOTAL-E-DATESTICHTS | | 37.369,956.33 | 8,258,672.86 | \$65,012,15 | 647.272 75 | 5, 952, 879, 52 | 20, 290, 735, 47 |

COUNTY OF STIMUL

| Magnetary of the National Property of the Nati | er move | RHBER 7, 2003 | | TTT | wage a | | | |
|--|---------|---------------|------------|------------------|----------------|--------------|--------------|-----------|
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| | | | Yearby | Yearly | Yearly | wearty | | |
| | | Magra-faucai | Cash | Cash | Coah | Count | | |
| | | Babance | Rédecuta | Transfer -out | Transfer-In | Dasherseneng | TOTAL. | |
| * PRECEION - C- NIEE | | | | | | | | |
| HILLSDORO FIRE | 417 | 276, 234, 31 | 67,710,10 | | | 25,182.01 | 161,617,10 | |
| ARREY/OWNEY PIRE | 419 | hau, due lav | 18,714,30 | | | 46,040 31 | 275,729,88 | |
| MINSTON FERE | 410 | 363 388 44 | 73,735,00 | | | 11,040 to | 102, 143, 14 | |
| HOM_LUMPIN 1318 | 411 | 320,031 #6 | 62,421,00 | | | 65,716 46 | 216,130 14 | |
| CARALLO PERE | 4 L3 | 171.64m to | 18,296.90 | | | 125.500 La | 120,360.00 | |
| EAS PAZONAS FIRE | 964 | 393.3% 0.7% | 66.0L5.0D | | | 128.317.66 | 320,641 44 | |
| POVERTY CREEK PIRE | 425 | 120,955 98 | 50.205 00 | | | 26,853.08 | conjulie Ali | |
| SIEMBA MONIH PIRE | 926 | CONTRACT OF | 90 198 00 | | | 43.722.26 | LJ6,000 06 | |
| ++SUBTOTAL - C- PIERE | | 1,307,500 99 | 544.054.32 | | | \$61,826.62 | 1,102,534.88 | |
| | | | | | | | | |
| | | | | | | | | |
| ++SPECTRON-D-BME | | | | | | | | |
| STERMA WHATTARGE MIND | 683 | 19.606.08 | 20.070 00 | | | 6,216,14 | 13.120.14 | |
| 5 M S | 649 | 34,336.98 | 9,102 69 | | | 20.10 | 37,318,59 | |
| HEEFEROND BAR | ALI | 81.5LT 79 | 5 448 00 | | | 976.37 | 19.886 92 | |
| LAS PALIGIDAS AMS | 0.15 | 5.863 84 | 7 338 00 | | | 2,787.89 | 80.809.99 | |
| 4 - SOURCOVALL - D - Back | | 62.094.49 | 15.844.69 | | | hộ, Lưa, với | \$6,645.60 | |
| | | | | | | | | |
| | | | | | | | | |
| MALKET MINL [| | I. 768,595.38 | 544,514.PL | | | 343, 757, 80 | 8.109.374.79 | |

COUNTY OF SERVICE

| | | | COMMAND OF | 27,000/07 | | | |
|---|------------------|------------------|---------------------|----------------|---------------|---------------|--------|
| Norweg Tritaine Ammilian Mil | UNDOUGH, 7, 2017 | | TPT | a | | | Auga) |
| | | перо | COROL NA CAL TORISM | AF DOTORNO 11. | 2821 CJADY | 635130 | GLMRSa |
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| ***EMTFORFA | | | | | | | |
| DOMESTICATION OF STREET, DIS | т | | | | | | |
| UNDERHOOD MATER CAMALLO SS | | | | | | | |
| STREET SOLL COME DEST. SS | | 3.129.45 | | | 7, 850 58 | 843.15 | |
| CAMBILLO MATER 55 | | 199 72 | | | | 847.15 | |
| CONTROL OF PROCEAS DISTRICT | | | | | 465 61 | 52.12 | |
| Edwin of the part of projection | 6,516.62 | 4,214.10 | | | 7.156.39 | 499.31 | |
| | | | | | | | |
| ++ 590773 Del - 6 | | | | | | | |
| DESTRUBUTION TO MINE S | | | | | | | |
| CITY OF TORIC 519 | 1.119.17 | 8.976.40 | | | 5.486.37 | 199.00 | |
| WILLIAGE OF WILLIAMSBURG 574 | 257.46 | 183.83 | | | 460.80 | 2D 29 | |
| CITY OF THEY WANT MATTE 5" | | 1.788.83 | | | £.080.31 | 57T.3D | |
| " HERETOTAL B. FLET 'S | 6,396.92 | 0.720.05 | | | 11.877.88 | 1,447.89 | |
| - Jean Irac a Page a | 3,350.43 | 71787147 | | | 22.817.88 | 2,447.33 | |
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| +128CT200 C | | | | | | | |
| DOST. TO STATE OF HIM MIXED | ů | | | | | | |
| DEST SERVICE 575 | 5, 191, 41 | 8.281.34 | | | 30.35T L5 | 3 501.67 | |
| CATTLE 341 | 434.08 | 919.10 | | | 1,103 41 | | |
| SHEEP, GOMES AND MINNEYS 37. | 2.15 | | | | 2 25 | | |
| ROLINES, SHOWN C MATCHES 544 | | 13.42 | | | 21.92 | 21.35 | |
| MALER CHITTIES 55: | | 2.71 | | | 1 07 | 22.22 | |
| COST TO STATE 550 | | 3 336 40 | | | Z.#G0 00 | 186.16 | |
| ATOME FAR FUND 550 | | a. Bhh av | | | 1.145 49 | 691.15 | |
| CHILD TRUST FUND NOT 550 | | 114 40 | | | | | |
| 21 HOR 1207 59: | | 114 40 | | | 160 OD | 10.10 | |
| **SURTONAL-C-STATE OF BH | 10,963.65 | 53,736.49 | | | 22.970.29 | 2,111,23 | |
| | , | , | | | 20.570.25 | 21.22.22 | |
| | | | | | | | |
| *************************************** | | | | | | | |
| MATERIAL TO SE 1014 | | | | | | | |
| BOHD SERGES ACCOUNT 201 | | | | | | | |
| T OR 6 SCHOOLS 989-984 | 58.318.47 | 97.586-74 | | | 44, 412, 49 | 8.957.52 | |
| **/ALEMOTAL-0-(00000)以 | 59.318.47 | 17,521.74 | | | 94, 997, 49 | 5, 557, 50 | |
| | | | | | | | |
| 3-0017383** | | | | | | | |
| OTHER TRACT ACCOUNTS | | | | | | | |
| OVERPAYMENT OF TAKES 404 | 21 844 13 | 23.448.426 | | | | 2 444 20 | |
| | | 22.44# 62# | | | 245 211 21 | 2.416.20 | |
| | | 211.417.53 | | | 245.311.34 | 84.354.74 | |
| T OR C SOFFOL 953 | | 77.815 AE | | | 80,437,34 | 15.735.63 | |
| - ASSISTANCE - OTHER TRUST | 314,323.14 | 389,832 75 | | | 321.744.88 | 88.254.57 | |
| | | | | | | | |
| 4*BRCT36#-F | | | | | | | |
| DESCRIPTION OF THE PROPERTY. | | | | | | | |
| PROPERTY TAX SUSPRISE - BOS | | | | | | | |
| TAXES PAID OF ADVANCE 1974 | 22,012.67 | 3 541 92 | | | | 25, 872 69 | |
| UNDEST TURBUT TAK (A) | - | 2,046 176 41 | | | | 1.286 126 43 | |
| UNDERF DELENGATIVE THE HAD | | | | | | | |
| **#UNTOTAL C. MIDIET. THE REV | ka, a sa . sa | 1,269,847 45 | | | | 1.316.980.10 | |
| TÜTENLI MUET JI. | | 1.048.979.32 | | | 444, 174, 67 | 1.408.235.02 | |
| TOTAL OF PAIT 1 a 15 | | 19, 393, 133, 33 | 642, 213, 15 | 442,277.75 | | 23.481.165.68 | |
| | 272 21788135 | | | 414.4.4.73 | 2.4.4.840.25 | | |

R E C O N C I L I A T I O N October 31, 2023

Maturity

23,488,165-68

| XXXXX5957 | J YR | CO | CITIZENS BANK | 4,00% | 8/22/2024 | 277,016.00 |
|-----------------|---|---|---|---|--|---|
| XXXXX\$9\$4 | 2 YR | C.D. | CITIZENS BANK | 2.26% | 8/20/2024 | 268,827.90 |
| XXXXXX5955 | 2 YR | C D. | CITIZENS BANK | 4,00% | 3/10/2025 | 268,501.72 |
| XXXXX5956 | 1 YR | £.0. | CITIZENS BANK | 4.00% | 9/30/2025 | 141.236.75 |
| XXXXX7418 | 2 YR | C D. | FIRST SAVINGS | 4.05% | 3/3/2025 | 76,265.83 |
| XXXX8197 | | MMA | FIRST SAVINGS | 3.25% | | 101,273 13 |
| STO # 7935 | | GENERAL | LGIP NM STATE TR€A | SURER | 5 34% | 1.301,443 66 |
| | | | | | | 2,434,564.39 |
| XXXXX6911 | | MMA-LANDFI | ILL FOITIZENS BANK | 3.56% | | 142,319.04 |
| STO # 7955 | | LGIP-NM STA | TE TREASURER (FLOOD) | 5.34% | | 1.663,954.32 |
| | | | | | | 4,240,837.75 |
| | | | | | | |
| CITIZENS BANK-P | VBLIC FU | NDS NOW | | | | 19,591,450.72 |
| LESS, OUTSTAND | ING CHĘC | K\$ - TREASURER | | | | (6.00) |
| LESS GUTSTAND | ING CHEC | KS - ACCOUNTS | PAYABLE/ PAYROLL | | | [374,589.22] |
| | | | | | | 19.216,856.50 |
| | | | | | | |
| CASH ON HAMD | | | | | | 485 00 |
| CREDIT CARD PAY | rMEMTS | | | | | 79,986 43 |
| | | | | | | |
| | | | | | | |
| | | | | | | 4,240,837.75 |
| Total | | | | | | 23,488,165.68 |
| | XXXXXS9S4 XXXXXS9S6 XXXXXS9S6 XXXXXS9S6 XXXXXS9S7 STO # 7935 XXXXX6311 STO # 7955 CITIZENS BANK-P LESS OUTSTAND CASH ON HAMD OREDIT CARD PAY | XXXXXS9S4 2 YR XXXXXS9S5 2 YR XXXXXS9S6 1 YR XXXXXS9S6 1 YR XXXXXS9S7 STO # 7935 XXXXXS6311 STO # 7955 CITIZENS BANK-PUBLIC FUI LESS OUTSTANDING CHEC LESS OUTSTANDING CHEC CASH ON HAND CREDIT CARD PAYMENTS | XXXXXS9S4 2 YR C.D. XXXXXS9S5 2 YR C.D. XXXXXS9S6 1 YR C.D. XXXXXS9S6 1 YR C.D. XXXXXS9S7 MMA STO # 7935 GENERAL XXXXX6311 MMA-LANDF STO # 7955 LGIP-NM-STA CITIZENS BANK-PUBLIC FUNDS NOW LESS. OUTSTANDING CHECKS - TREASURER LESS OUTSTANDING CHECKS - ACCOUNTS CASH ON HAND CREDIT CARD PAYMENTS | XXXXX99S4 2 VR C.D. CITIZENS BANK XXXXX99S5 2 YR C.D. CITIZENS BANK XXXXX99S6 1 YR C.D. CITIZENS BANK XXXXX7418 2 YR C.D. FIRST SAVINGS XXXXX7418 2 YR C.D. FIRST SAVINGS XXXXX8997 MMA FIRST SAVINGS STO # 7935 GENERAL LGIP NM STATE TREAS XXXXX6311 MMA-LANDFILL F CITIZENS BANK STO # 7955 LGIP-NM STATE TREASURER IF LOOD) CITIZENS BANK-PUBLIC FUNDS NOW LESS. OUTSTANDING CHECKS - TREASURER LESS OUTSTANDING CHECKS - ACCOUNTS PAYABLE/ PAYROLL CASH ON HAND CREDIT CARD PAYMENTS | XXXXXS9S4 2 YR C.D. CITIZENS BANK 2.2646 XXXXXS9S5 2 YR C.D. CITIZENS BANK 4.00% XXXXXS9S6 1 YR C.D. CITIZENS BANK 4.00% XXXXX7418 2 YR C.D. FIRST SAVINGS 4.06% XXXXX7418 2 YR C.D. FIRST SAVINGS 3.25% XXXXX7935 GENERAL LGIP NM STATE TREASURER XXXXX63N1 MMA-LANDFILL FCITIZENS BANK 3.56% STO # 7935 LGIP-NM STATE TREASURER IFLOOD) 5.34% CITIZENS BANK-PUBLIC FUNDS NOW LESS. OUTSTANDING CHECKS - TREASURER LESS OUTSTANDING CHECKS - ACCOUNTS PAYABLE/ PAYROLL CASH ON HAMD CREDIT CARD PAYMENTS | XXXXX9954 2 YR C.D. CITIZENS BANK 2.26% 8/20/2024 XXXXX9955 2 YR C.D. CITIZENS BANK 4.00% 3/10/2025 XXXXX9956 1 YR C.D. CITIZENS BANK 4.00% 3/30/2025 XXXXX7418 2 YR C.D. FIRST SAVINGS 4.05% 3/3/2025 XXXXX7418 2 YR C.D. FIRST SAVINGS 3.25% STO # 7935 GENERAL LIGIP NM STATE TREASURER 5.34% XXXXX6311 MMA-LANDFILL F CITIZENS BANK 3.56% STO # 7955 LGIP-NM STATE TREASURER IF LOOD) 5.34% CITIZENS BANK-PUBLIC FUNDS NOW LESS - OUTSTANDING CHECKS - TREASURER LESS - OUTSTANDING CHECKS - ACCOUNTS PAYABLE/ PAYROLL CASH ON HAMD CREDIT CARD PAYMENTS |

THES

State of New Mexico

Shelly Truffillo County Clerk 373:894-2840

Candoce Charry County Treasurer 575-884-3524

Michael Huston County Assessar 575-894-2589

Yom Penas Probair Judge 575-740-4900



Amber Voughn County Manager 1712 N. Dote Street Suite D Truth or Consequences, New Mexica 87901

County of Sierra

77avis Day Commission Chair 575-894-6215

James E. Pacon Commission Vice- Chair 575-894-6215

> Hunk Hopkins Commissioner 525-894-6215

Jushum Buker Sheriff 535-894-9350

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

November 8, 2023

Dear Commissioners.

RE: (3) OUOTES-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

SIERRA COUNTY ROAD DEPARTMENT ATTENTION: DEPARTMENT 2501 SOUTH BROADWAY, TRUTH OR CONSEQUENCES NM 87901 COUNTY OF SIERRA



County Department: ROAD DEPARTMENT

Requester: LIZ CABSON

ROAD

PO Number: 6831 Requisition Number:

527 Vendor Number:

Date 10/30/23

44248.50 10266.00 585.00 5063.50 TOTAL Total this Page COMMISSION AGENDA: 11/14/2023 Description of Item or Service NOV 0 R 2023 (B) QUOINS SER ATTACKED: NM DOF PROJECTS PT 48" CULMERT FI 24" CUIVERT FREIGHT ELECTRONIC APPROVAL COUNTY RANGE Line Item Yumber 55 2180 418:53 2180 418-53-2180 DATE Oundity 1.00 450.00 240.00 REQUISITION 42.75 88.33 585.00 Price Each

CONTECH CONSTRUCTION

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-sec 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 | _ | |
|--|-------|------|
| travis Day, Commissioner Chan | | |
| | | |
| L P. D Mr Ol. : | =/ | |
| James E. Paxon, Vice-Chair | | |
| | | |
| | | |
| Hank Hopkins, Commissioner | | |
| | | |
| | | |
| Attest: | | |
| | | |
| Shelly Trujillo | | |
| Sierra County Clerk | | |
| | | |
| | | |
| | | |
| | | |
| Sierra County Chief Procurement Officer: | | |
| WALLE CRANKS CHIEF I LOCAL CHICKLE CHICKLE | | |
| | | |
| Ву: | Date: | **** |
| Josefyn Holguin, CPO | | |
| Sierra County | | |

CONTECH ENGINEERED SOLUTIONS A SUMPRETED COMPANY

Quotation

| Guete # QUO : | 597700-M8X5K9 | | • | | |
|-----------------------|-----------------------|--------------|------------------------------|--------------|---|
| Dalla | 11/8/2023 | Account Name | Siems County Road Department | | Realy To |
| Quote # | QUO-597700-М8X5ҚВ | Contact Name | Liz Ceison | Contech Rep. | Joe Menicues |
| | | Phone | (575) 894-6621 | Address | 10300 Central 5W, Albuquerque, NM, 87114 |
| Quate Name | Culwert Quotes - ST | Fee | (575) 894-0625 | Phone | 505-278-5196 |
| | | Email. | Ісагон@ветеса од | Fea | |
| Project City/State | Truth Or Consequences | | | Emall | Joa.Nanicuces@cortector.com |

Carries No effective first to set the destructive first expensive is expressed upon the period asset to the Constitutes of Sale ("Constitutives of Sal

| Ценка | Descriptions | Pirars | Caminty | Extended Cold Price | ta - | Unit Tend |
|-------|---|--------|---------|------------------------|-----------|---------------------|
| | N/C PIPE 2 2/5+1/2 GALV LS 16GA 48* - Longih 3C Notes for Quote : Quote 58 | 15.00 | 450.00 | \$98.33 | ŦĪ | \$44,248,50 |
| | H/C PIPE 2 2/3+1/2 GALV LS 16GA 24" Longth 3D | 8.OC | 243 (0) | \$47.75 | FT | \$10,260.00 |
| | | | | | Total | \$ 54,538.50 |
| | | | | | Freight | \$585.0C |
| | | | | [Tax not included] | Net Total | 355,393 50 |

Standard Notes

- 1.Construction leadings typically exceed the intended post construction two load used for design. Consul your Contect representative for specific guidetines and limitations based on the construction live loads are equipment.
- 2. Flouble shuctures of the type on this project are retard on the type of structural backfit used, the compaction of that material and the object placement of structural backfit. Confect your Confect representative to specific information.
- 3. Prices are based on standardized loading to achieve full truckleady. If special loading reconstructe are needed additional freight charges will be added
- According to based upon optimated [not guaranteed] quantities. Buyer must varify first quantities needed prior to commencement of work by Cardech. If Buyer elects to purchase from Solar only a partium of the material quoted, Seller reterns the right to adjust to prices.
- SiThir éatimetes myruflystuning level time for this material is in weeks from the receipt of approved submitta, documents.
- 6 This cucretion expires 15 days from the date shown. Prices are firm for shipment within 45 days of the date of question and are subject to a way from escalation of 6% for each 30 days thereafter.

Scope Ut Work

Hel-Cor Pipe

Corrugated Metal Pipe (Hel-Cur Pipe) will be provided in standard longths. Special langths may be provided at an additional charge and we subject to manufacturing tolerances and shipping timetabons.

Prices qualed are based on nealing diameters who nower possible. If un-nested, darks are required additional freight changes will be added.

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| | Acce <u>ations</u> | | Contach Engineered Schillens LLC. |
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| TERMS AND CO | ROBER THE DESCRIBED MATERIAL SUBJECT TO ALL INDITIONS OF THIS QUOTATION AND IN THE Contects HEREWITH AND VIEWABLE AT WWW.contechos.com/cos | Вү | Joe Menicucci |
| Cempany | | (0) | 505-228-5198 |
| By | | (F) | |
| Title | | (Cult) | |
| Dele | <u> </u> | Titte | |





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

| Name / Address | |
|------------------------------|--|
| Sicres county Josh Chavez | |
| | |
| | |

Estimate

| Date | Estimate # |
|------------|-------------|
| 10 24 2023 | Exi100-7339 |

| P.Q. No | | | | - | Project |
|--|-----------------|-----|-------|----------------------------|---------------------------------------|
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| 48" Galw CSP 16ga (13 pcs v 30") 24" Galw SRP 16ga (10 pcs v 30") Prougha Charge | 450 300 2 | n n | | 91 00 51,00 1,397 50 | 40,930,001 15,300,007 3,795,007 |
| | | | | | |
| ESTIMATE GOOD FOR 30 DAYS - ISSUED BY KAREN. | S05-471-998 | | Subte | otal | \$60,045 00 |
| Rep KS | | | Sales | Tax (8.1875 | %) \$4.916.18 |
| | | | Tota | al . | \$64,961 18 |





3585 W. Loop 335 N 806-683-2875

Amarillo, TX 79108 606-576-1025 (fax)

QUOTATION

Quota Number CS.102423 Quota Data: Oct 24, 2023

Page:

1

| Quoted To: | |
|------------|--|
| Cash Sale | |
| | |
| | |
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P. O.

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|-------------|-----------|---------------|-----------|
| Caish Şahı | 11/23/23 | Prepaid | |

| Quantity | Rent | Description | Unit Price | Unit | Amount |
|----------|------|--|------------|---|-----------|
| 11.00 | 028 | 24" X 30" CMP 16ga | 1,078.00 | <eacl.< td=""><td>11,858.00</td></eacl.<> | 11,858.00 |
| 5.00 | 645 | 36" Oimple Band | 116.00 | <each< td=""><td>580,00</td></each<> | 580,00 |
| 28,00 | 847 | 46" X 30" CMP 14ga | 2,859.00 | <eact< td=""><td>80,052,00</td></eact<> | 80,052,00 |
| 5.00 | 049 | 48" Cimple Band | 151.00 | <6ad | 755.00 |
| | | "Quote for material pricing only, does not include freight to jobsite" | | | |
| | | Joshua 575,740 0896 | | | |
| | | gro. coarnela@moreou | | | |
| | | Note: Bull Quote Not brown down Per Dor Project | | | |



| Subtotal | 93,245.00 |
|-----------|------------|
| Seles Tex | 7,692.71 |
| FreigN | |
| TOTAL | 109,937.71 |

Truth or Consequences, New Mexico 87901 Office of Administration Phone 575-894-6275 Fox 575-194-9548 County of Signa 7712 N Dote St.



County Department: Road/Londfill

Punchasa Order # :

Line from Number:

Vendor Number: 527

Dotte

| REQUISITION | | | | | |
|-------------|----------|--------------------------------|-----------------|------------------|--------------|
| Rem Number | Quentity | Description of Item or Service | Price Each | Line Item Number | TOTAL |
| | | | | | 1 |
| | 430 | FT 49' culvert | EE-863 | 418-53-2380 | 44,248.50 |
| | 240 | 240 FT 24" cullvent | \$42.FS | | 10,260,00 |
| | - | freeght | \$585.00 | | 985,00 |
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| | | | Total this Page | 1 - 11 - 11 | 05:660/55 \$ |

CONTECH Name Of Supplier



If new vendon, provide 4/9,



State of New Mexico

Shelly Trujillo County Clerk 575-894-2840

Candace Chaves County Tecasuree 575-894-3534

Michael Huston County Assessor 575-894-2589

Tem Pestak Probate Judge 575-740-4400



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 \$75-894-0215

> Hank Hapkins Commissioner 575-894-6215

Joshun Baker Nheriff 575-844-9190

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,

locelyn Holguin

Chief Procurement Officer



COUNTY OF SIERRA SIERRA COUNTY COMMISSION ATTENTION: TRAVÍS DAY 1712 N. DATE ST. SULTE D TRUTH OR CONSEQUENCES NM 87901



County Department: ADMINISTRATION

Requester_AMBER/BILLY

Requisition Number: 6852 PO Number:

Vendor Number: 4967

Date; 11/08/23

| Price Fach | | | | |
|------------|----------|---------------------------|--------------------------------|-----------|
| | Quantity | Line Igen Number | Description of Item or Service | TOTAL |
| 9320E.24 | 1.00 | 512 00-2900 | DEGRADE EXHISTING PARKING LOT | 93208.24 |
| | | | LOCATION: 25001 S. BROADWAY | |
| | | | ROAD/SO DEPARTMENTS | |
| 7836,19 | 1.60 | 512-00 2900 | GRC | 7806.13 |
| | | | *A MOUNTAIN CONSTRUCTION | |
| | | i | CONTRACT #2023-05-R1262-ALL | |
| | | | PROPOSAT #23 155 | |
| | İ | İ | \$178cm | |
| | | | **SEE ATTACHED: | |
| | | | | |
| | | | | |
| | | | | |
| | | COUNTY WANAGER | | |
| | | ELECTRONIC APPROVAL DATE: | | |
| | | | | |
| | | | Total this Page | 101014.43 |

COOPERATIVE EDUCATIONAL SERVICES

Name Of Supplier

| - | | | | | - | | | | | |
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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 ANI | PASSED on this | 14th day | of November, | 2023. |
|----------|---------------|----------------|----------|--------------|-------|
|----------|---------------|----------------|----------|--------------|-------|

| ravis Day, Commissioner Chair | | |
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| mes E. Paxon, Vice- Chair | | |
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| helly Trujillo | | |
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| ierra County Chief Procurement Officer: | | |
| _ | | |
| | | |
| y: | Date: | |
| Jacelyn Holguin, CPO | | |
| Sierra County | | |



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

₩ovember 7, 2023

Project Name: Sierra County Road Dept Parking Lot

Project Location: 1285 Hyde St, Truth or Consequences, NM 87901

Submitted to: Billy Neeley conecley@slemraco.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 Jabor, 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 hable.

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 | ΩΤΥ | 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 | SY | 6711 | 6.84 | \$45,903,24 |
| | 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 | | | | |
| 3 | Section 2 - Dirt work and sub-grade will be prepared by the hiring | SY | 1,461 | \$5.00 | 57,305.00 |
| | governing agency. A Mountain may assist if needed. Approximately | | | | |
| | 1,461 5Y | | | | |
| | Asphalt will be placed at a 2" lift. | | | | |
| | Total Base bid: Minety-three thousand (wo hundred and eight | | | | Base Bid Total: |
| | dollars and zero cents | | | | \$93,208.24 |
| 4 | GRT Tax Rate | 15 | 1 | 8.3750% | \$7,806.19 |
| | Total Bid with Tax: A hundred and one thousand and fourteen | | | | Total: \$101,014.43 |
| | dollars and forty-three cents | | | | |
| lusions | : Surveying/Engineering, SWPPP, Erosion Control, Impact & Permit Fees | , Landsca | pi ng/Allo r | ap, Signage, | Material |
| vrance | Testing, water. | | | | |
| rein A.N | A Mountain Construction) Due to Market Value Oil Esta ations will be determined. | ined at 14m | e of acces | stance Price va | lid for 30 Days |
| Genera | il Notes: 1) All invoices shall be paid in full within 10 calendar days of receipt of | invaice o | r work con | npleted depen | ding on the status |
| | project/work performed, any outstanding balance shall incur a \$56 panalty for e | | | | |
| | ested in the set price above. 3) \$2,500.00 shall be accessed accordingly for even | | | | |

All proposals will be horored for a period of 30 days, any extensions approved are subject to a price entrease.

ACCEPTANCE OF PROPOSAL

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

| Accepted by: | Yitle. | Date: |
|--------------|--------|---------|
| | | 4-5-1-1 |

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"), 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

Page 2 of 14

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: <u>avaughn@sierraco.org</u>

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. <u>Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement</u>

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. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

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]

| 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 ADMIN | ISTRATION | |
| By: | - | |
| Its: Division Director | | |
| Date | - | |

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

| I. | Grantee Information | II. Payment Computation |
|----------------|--|---|
| | (Make sure information is complete & accurate) | A. Payment Request No. |
| A. | Grantee: | B. Grant Amount: |
| B. | Address: | C. AIPP Amount (If Applicable): |
| | (Complete Mailing, including Suite, if applicable) | D. Funds Requested to Date: |
| | | E. Amount Requested this Payment: F. Reversion Amount (If Applicable): |
| C. | Cantact Name/Phone #* | () / |
| D. | Contact Name/Phone #: Grant No: | |
| E. | D 1 (Titl | , The Demonstration Demonstration Applicable |
| F. | Grant Expiration Date: | 1. That request for Layment (in Applicable) |
| | | |
| III. | Fiscal Year : | |
| | (The State of NM Fiscal Year is July 1, 20XX through J | une 30, 20XX of the following year) |
| IV. | | o the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant |
| V . | | by of law, I hereby certify to the best of my knowledge and belief, the above information is correct; xpenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the clause. |
| | | |
| Grante | e Fiscal Officer | Grantee Representative |
| or Fisc | al Agent (if applicable) | · |
| | | |
| | | |
| | | |
| Printed | Name | Printed Name |
| Date: | | Date: |
| | (5 | State Agency Use Only) |
| Vendor (| · | Loc No.: |
| | | |
| I certify | that the State Agency financial and vendor file info | rmation agree with the above submitted information. |
| | | |
| | | |
| Division | n Fiscal Officer Date | Division Project Manager Date |

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

| Notice of O | bligation 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: |
| entered into | between Grantee and the Department, I certify that the Grantee has submitted to the Department the rd party obligation executed, in writing, by the third party's authorized representative: ontractor: |
| Third Party (| Obligation Amount: |
| | |
| Vendor or C | ontractor: |
| Third Party (| Obligation Amount: |
| | the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the project description, subject to all the terms and conditions of the above referenced Grant |
| Grant Amou | ant (Minus AIPP if applicable): |
| The Amount | t of this Notice of Obligation: |
| The Total Ar | mount of all Previously Issued Notices of Obligation: |
| The Total Ar | mount of all Notices of Obligation to Date: |
| Note: Contract | t 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"), 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

Page 2 of 14

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: <u>avaughn@sierraco.org</u>

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. <u>Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement</u>

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. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event</u> 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. <u>Database Reporting</u>

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]

| 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 ADMIN | ISTRATION | |
| By: | - | |
| Its: Division Director | | |
| Date | - | |

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

| I. | Grantee Information | II. Payment Computation |
|----------------|--|---|
| | (Make sure information is complete & accurate) | A. Payment Request No. |
| A. | Grantee: | B. Grant Amount: |
| B. | Address: | C. AIPP Amount (If Applicable): |
| | (Complete Mailing, including Suite, if applicable) | D. Funds Requested to Date: |
| | | E. Amount Requested this Payment: F. Reversion Amount (If Applicable): |
| C. | Cantact Name/Phone #* | () / |
| D. | Contact Name/Phone #: Grant No: | |
| E. | D 1 (Titl | , The Demonstration Demonstration Applicable |
| F. | Grant Expiration Date: | 1. That request for Layment (in Applicable) |
| | | |
| III. | Fiscal Year : | |
| | (The State of NM Fiscal Year is July 1, 20XX through J | une 30, 20XX of the following year) |
| IV. | | o the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant |
| V . | | by of law, I hereby certify to the best of my knowledge and belief, the above information is correct; xpenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the clause. |
| | | |
| Grante | e Fiscal Officer | Grantee Representative |
| or Fisc | al Agent (if applicable) | · |
| | | |
| | | |
| | | |
| Printed | Name | Printed Name |
| Date: | | Date: |
| | (5 | State Agency Use Only) |
| Vendor (| · | Loc No.: |
| | | |
| I certify | that the State Agency financial and vendor file info | rmation agree with the above submitted information. |
| | | |
| | | |
| Division | n Fiscal Officer Date | Division Project Manager Date |

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

| Notice of O | bligation 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: |
| entered into | between Grantee and the Department, I certify that the Grantee has submitted to the Department the rd party obligation executed, in writing, by the third party's authorized representative: ontractor: |
| Third Party (| Obligation Amount: |
| | |
| Vendor or C | ontractor: |
| Third Party (| Obligation Amount: |
| | the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the project description, subject to all the terms and conditions of the above referenced Grant |
| Grant Amou | ant (Minus AIPP if applicable): |
| The Amount | t of this Notice of Obligation: |
| The Total Ar | mount of all Previously Issued Notices of Obligation: |
| The Total Ar | mount of all Notices of Obligation to Date: |
| Note: Contract | t 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

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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: <u>avaughn@sierraco.org</u>

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. <u>Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement</u>

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. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

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]

| by the Department. GRANTEE | have duly executed this Agreement as of the date of execution |
|--|---|
| 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 ADMIN | ISTRATION |
| By: | - |
| Its: Division Director | |
| Date | - |

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

| I. | Grantee Information | II. Payment Computation |
|----------------|--|---|
| | (Make sure information is complete & accurate) | A. Payment Request No. |
| A. | Grantee: | B. Grant Amount: |
| B. | Address: | C. AIPP Amount (If Applicable): |
| | (Complete Mailing, including Suite, if applicable) | D. Funds Requested to Date: |
| | | E. Amount Requested this Payment: F. Reversion Amount (If Applicable): |
| C. | Cantact Name/Phone #* | |
| D. | Contact Name/Phone #: Grant No: | |
| E. | D 1 (Titl | , Time Demonstrate Demonstrate (if Applicable) |
| F. | Grant Expiration Date: | 1. That request for Layment (in Applicable) |
| | | |
| III. | Fiscal Year : | |
| | (The State of NM Fiscal Year is July 1, 20XX through J | une 30, 20XX of the following year) |
| IV. | | to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant |
| V . | | ty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; xpenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the clause. |
| | | |
| Grante | e Fiscal Officer | Grantee Representative |
| or Fisc | al Agent (if applicable) | · |
| | | |
| | | |
| | | |
| Printed | Name | Printed Name |
| Date: | | Date: |
| | (5 | State Agency Use Only) |
| Vendor (| · | Loc No.: |
| | | |
| I certify | that the State Agency financial and vendor file info | rmation agree with the above submitted information. |
| | | |
| | | |
| Division | n Fiscal Officer Date | Division Project Manager Date |

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

| Notice of O | bligation 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: |
| entered into | between Grantee and the Department, I certify that the Grantee has submitted to the Department the rd party obligation executed, in writing, by the third party's authorized representative: ontractor: |
| Third Party (| Obligation Amount: |
| Time Turey | |
| Vendor or C | ontractor: |
| Third Party (| Obligation Amount: |
| | the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the project description, subject to all the terms and conditions of the above referenced Grant |
| Grant Amou | ant (Minus AIPP if applicable): |
| The Amount | t of this Notice of Obligation: |
| The Total Ar | mount of all Previously Issued Notices of Obligation: |
| The Total Ar | mount of all Notices of Obligation to Date: |
| Note: Contract | t 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

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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: <u>avaughn@sierraco.org</u>

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. <u>Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement</u>

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. <u>Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination</u>

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]

| by the Department. GRANTEE | have duly executed this Agreement as of the date of execution |
|--|---|
| 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 ADMIN | ISTRATION |
| By: | - |
| Its: Division Director | |
| Date | - |

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

| I. | Grantee Information | II. Payment Computation |
|----------------|--|---|
| | (Make sure information is complete & accurate) | A. Payment Request No. |
| A. | Grantee: | B. Grant Amount: |
| B. | Address: | C. AIPP Amount (If Applicable): |
| | (Complete Mailing, including Suite, if applicable) | D. Funds Requested to Date: |
| | | E. Amount Requested this Payment: F. Reversion Amount (If Applicable): |
| C. | Cantact Name/Phone #* | |
| D. | Contact Name/Phone #: Grant No: | |
| E. | D 1 (Titl | , Time Demonstrate Demonstrate (if Applicable) |
| F. | Grant Expiration Date: | 1. That request for Layment (in Applicable) |
| | | |
| III. | Fiscal Year : | |
| | (The State of NM Fiscal Year is July 1, 20XX through J | une 30, 20XX of the following year) |
| IV. | | to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant |
| V . | | ty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; xpenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the clause. |
| | | |
| Grante | e Fiscal Officer | Grantee Representative |
| or Fisc | al Agent (if applicable) | · |
| | | |
| | | |
| | | |
| Printed | Name | Printed Name |
| Date: | | Date: |
| | (5 | State Agency Use Only) |
| Vendor (| · | Loc No.: |
| | | |
| I certify | that the State Agency financial and vendor file info | rmation agree with the above submitted information. |
| | | |
| | | |
| Division | n Fiscal Officer Date | Division Project Manager Date |

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

| Notice of O | bligation 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: |
| entered into | between Grantee and the Department, I certify that the Grantee has submitted to the Department the rd party obligation executed, in writing, by the third party's authorized representative: ontractor: |
| Third Party (| Obligation Amount: |
| Time Turey | |
| Vendor or C | ontractor: |
| Third Party (| Obligation Amount: |
| | the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the project description, subject to all the terms and conditions of the above referenced Grant |
| Grant Amou | ant (Minus AIPP if applicable): |
| The Amount | t of this Notice of Obligation: |
| The Total Ar | mount of all Previously Issued Notices of Obligation: |
| The Total Ar | mount of all Notices of Obligation to Date: |
| Note: Contract | t 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

| 2024- | |
|-------|--|
|-------|--|

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 | Data |
| By: James Paxon, Commission Chairperson | Date: |