

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

**September 21, 2023 – 9:00 a.m.**

**Chaves County Administrative Center – Joseph R. Skeen Building  
Commission Chambers - #1 St. Mary's Place**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**DETERMINATION OF QUORUM**

**APPROVAL OF MINUTES**

**PROCLAMATION – LARRY HOBSON**

**AGENDA ITEMS**

**A. AGREEMENTS AND RESOLUTIONS**

- 1 a. Agreement A-23-016 Between Chaves County and Wings for L.I.F.E. for WHY TRY MIDDLE SCHOOL Program.
- 1 b. Agreement A-23-025 Between Chaves County and Chaves County CASA for Alternative Education.
- 1 c. Agreement A-23-026 Between Chaves County and Chaves County CASA for Youth Advocacy Program.
- 1 d. Agreement A-23-027 Between Chaves County and Chaves County CASA for Gender Specific Program.
2. Ratification of Agreement A-23-033 Between Chaves County and The State of New Mexico Children, Youth, and Families Department.
3. Agreement A-23-035 between Chaves County and NM Finance Administration.
4. Agreement A-23-036 between Chaves County and New Mexico Finance and Administration.
5. Agreement A-23-037 between Chaves County and New Mexico Finance and Administration.
6. Agreement A-23-038 between Chaves County and New Mexico Finance and Administration.

7. Agreement A-23-039 between Chaves County and New Mexico Finance and Administration.
8. Resolution R-23-042 and Agreement A-23-034 between Chaves County and NM Department of Transportation and Approval of Amendment #1 for Quarterly Database Reporting.
9. Resolution R-23-043 Ordering the Chaves County Assessor to Impose the 2023 Certified Tax Rates.
10. Resolution R-23-044 in Support of H. Res. 684 Condemning the actions of MLG for Subverting the 2<sup>nd</sup> Amendment of the United States Constitution.

**B. ITB's/ RFP's**

11. Award RFP-24-1 – Youth Club 23-ZH9177
12. Award RFP-24-2 – Youth Mentoring Services 23-ZH9178

**C. OTHER BUSINESS**

13. Ratification of Out of State Travel
14. Permission to Publish for a Public Hearing, Regarding LEDA and Ordinance No. O-097 and Ordinance of Chaves County Relating to Intergovernmental Agreement and Project Participation Agreement for USA Beef.
15. Permission to Publish for a Public Hearing, Regarding LEDA and Ordinance No. O-109 and Ordinance of Chaves County Relating to Intergovernmental Agreement and Project Participation Agreement for Ascent Aviation.

**APPROVAL OF CHECKS  
APPROVAL OF REPORTS**

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

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **ADJOURNMENT**

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

**AGENDA ITEM:** 1

**A. Ratification Agreement A-23-016 between Chaves County and WINGS for L.I.F.E for Why Try Middle School Program**

**B. Ratification Agreement A-23-025 between Chaves County and Chaves County CASA for Alternative Education Program**

**C. Ratification Agreement A-23-026 between Chaves County and Chaves County CASA for Court Youth Advocacy Program**

**D. Ratification Agreement A-23-027 between Chaves County and Chaves County CASA for Gender Specific Program**

**MEETING DATE:** 9/21/2023

### **STAFF SUMMARY REPORT**

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**Action Requested by:** Elly T Hollon, Continuum Coordinator

**Action Requested:**

- A.** Approval of Agreement A-23-016
- B.** Approval of Agreement A-23-025
- C.** Approval of Agreement A-23-026
- D.** Approval of Agreement A-23-027

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**Item Summary:**

Chaves County received funding under the Juvenile Justice Continuum Grant for programs addressing at-risk youths. Chaves County would like to award subcontracts to the attached providers to provide services for this grant.

The term of Subcontract agreements will be from July 1<sup>st</sup>, 2023 through June 30<sup>th</sup>, 2024.

Staff recommends approval.

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**SUPPORT DOCUMENTS:**

- A. Approval of Agreement A-23-016
  - B. Approval of Agreement A-23-025
  - C. Approval of Agreement A-23-026
  - D. Approval of Agreement A-23-027
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Summary by: Elly T Hollon

Title: Continuum Coordinator



**AGREEMENT A-23-016  
BETWEEN CHAVES COUNTY AND  
WINGS FOR L.I.F.E. FOR WHY TRY MIDDLE SCHOOL PROGRAM**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> of September 2023, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and WINGS for L.I.F.E., hereinafter referred to as "Contractor".

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for juvenile offender programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department Agreement 21-690-3200-20838-3 effective July 1, 2023, and

WHEREAS, Chaves County desires to contract with the Contractor, as part of the Juvenile Continuum Act, for a WINGS for L.I.F.E. Program, and

WHEREAS, both parties desire to enter into this Agreement.

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

1. **SCOPE OF WORK:**

A. The Contractor shall teach youths (10-17 years of age) developmental life skills and healthy decision-making skills in order to make positive decisions prior to reaching adolescence in order to increase the youth's ability to make positive choices well into adolescence and adulthood, including the use of the Developmental Assets Program.

2. **PROJECT OUTCOMES:** Per Chaves County- CYFD Agreement 21-690-3200-30838-3, the context of the "Continuum programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

The successful progress of this program will be determined by the following:

**Project Outcomes**

- A. Data Collection
- B. Core Measures
- C. Program Specific Performance Measures
- D. Local Site-Specific Performance Measures

**Performance Measures**

- A. Number and demographics of youth enrolled in the program.
- B. Numbers of youth who attend the classes on a weekly basis.
- C. Number of families who attend family activities.

**Data Collection**

As a condition of funding, the Sub-Contractor agrees to report, at minimum, the following demographics.

**Demographics:**

- A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
  - 1. At-Risk Youth;
  - 2. First Time Offender;
  - 3. Repeat Offender;
  - 4. Sex Offender;
  - 5. Status Offender; and
  - 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
  - 1. Male;
  - 2. Female; or
  - 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
  - 1. Urban;
  - 2. Tribal;
  - 3. Rural; or
  - 4. Frontier.
- H. Other Population Information:
  - 1. Mental Health;
  - 2. Substance Abuse;
  - 3. Truant/Dropout; or
  - 4. Pregnant.
- I. Surveys:
  - 1. A Youth and Staff Survey will be conducted for each youth and turned in monthly upon completion of each program.
- J. Training:
  - 1. Contractor shall attend all CYFD mandatory trainings, to include but not limited to, the Trauma Responsive Care and Services Training.

3. **COMPENSATION:** The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.
  - A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
  - B. The total amount of monies payable to the Contractor under this Agreement shall not exceed \$28,050.00 unless approved by the County.
  - C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5<sup>th</sup> of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2024. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.
4. **TERM OF THE AGREEMENT:** Services will commence on July 1, 2023. This agreement shall terminate on June 30, 2024. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 21-690-3200-20838-3 between Chaves County and CYFD.
5. **TERMINATION:** Notwithstanding the term, this agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
6. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement.
- 7.
8. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the County.
9. **SUBCONTRACTING:** This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **INSURANCE:**

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

11. **RECORDS AND AUDIT:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment.

12. **NON-DISCRIMINATION FEDERAL LAW:** The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

13. **NON-RETALIATION:** In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

14. **RELEASE:** The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within strict limits of that authority.
15. **CONFIDENTIALITY:** Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regard to HIPPA.
16. **PRODUCT OF SERVICE—COPYRIGHT:** All materials developed or acquired by Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
17. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
18. **MODIFICATION:** This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
19. **MERGER:** This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
20. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
21. **INDEMNIFICATION:** The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

22. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.

23. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

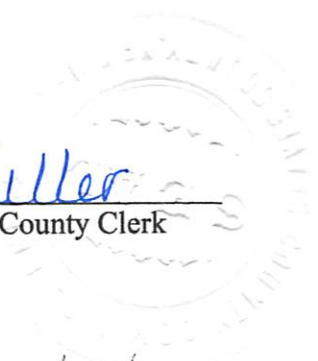
CHAVES COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Jeff Bilberry, Chairman

Date: 8-17-2023

ATTEST:

  
\_\_\_\_\_  
Cindy Fuller, Chaves County Clerk



WINGS FOR L.I.F.E

  
\_\_\_\_\_  
Lorrina Segovia, Executive Director

Date: 8/16/2023

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 26-1434261

Date: 8-17-2023

**AGREEMENT A-23-025  
BETWEEN CHAVES COUNTY AND  
CHAVES COUNTY CASA FOR ALTERNATIVE EDUCATION**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> of September 2023, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as “County” and Chaves County CASA, hereinafter referred to as “Contractor”.

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for juvenile offender programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department Agreement 21-690-3200-20838-3 effective July 1, 2023, and

WHEREAS, Chaves County desires to contract with the Contractor, as part of the Juvenile Continuum Act, for Alternative Education, and

WHEREAS, both parties desire to enter into this Agreement.

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

1. **SCOPE OF WORK:** In an effort to reduce recidivism and divert youth from further involvement in the juvenile justice system through early intervention and assessment, the Contractor shall:
  - A. Develop a day reporting center that will serve as an alternative education site for youth who have been suspended from school for 3 to 10 days or who are on long-term suspension in order for them to obtain, maintain or complete academic credits while not in school.
  
2. **PROJECT OUTCOMES:** Per Chaves County- CYFD Agreement 21-690-3200-20838-3, the context of the “Continuum programs and services” identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

The successful progress of this program will be determined by the following:

Project Outcomes

- A. Data Collection
- B. Core Measures
- C. Program Specific Performance Measures
- D. Local Site-Specific Performance Measures

Performance Measures

- A. Number and demographics of youth participating in the program;
- B. Number of youth who access services;
- C. Number of youth who attend alternative education classes
- D. Number of days youth are absent from alternative education classes; and
- E. Number of youth who access services identified on all service plans.
- F. Number of youth who maintain or complete academic credits while in the alternative education classroom.

Data Collection

As a condition of funding, the Sub-Contractor agrees to report, at minimum, the following demographics.

Demographics:

- A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
  - 1. At-Risk Youth;
  - 2. First Time Offender;
  - 3. Repeat Offender;
  - 4. Sex Offender;
  - 5. Status Offender; and
  - 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
  - 1. Male;
  - 2. Female; or
  - 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
  - 1. Urban;
  - 2. Tribal;
  - 3. Rural; or
  - 4. Frontier.
- H. Other Population Information:
  - 1. Mental Health;
  - 2. Substance Abuse;
  - 3. Truant/Dropout; or
  - 4. Pregnant.



I. Surveys:

1. A Youth and Staff Survey will be conducted for each youth and turned in monthly upon completion of each program;

J. Training:

1. Contractor shall attend all CYFD mandatory trainings, to include but not limited to, the Trauma Responsive Care and Services Training.

3. **COMPENSATION:** The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.
  - A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
  - B. The total amount of monies payable to the Contractor under this Agreement shall not exceed \$36,000.00 unless approved by the County.
  - C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5<sup>th</sup> of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2024. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.
4. **TERM OF THE AGREEMENT:** Services will commence on July 1, 2023. This agreement shall terminate on June 30, 2024. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 21-690-3200-20838-3 between Chaves County and CYFD.
5. **TERMINATION:** Notwithstanding the term, this agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
6. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement.
7. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the County.
8. **SUBCONTRACTING:** This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. INSURANCE:

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

10. RECORDS AND AUDIT: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

11. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

12. **NON-RETALIATION:** In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.
13. **RELEASE:** The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within strict limits of that authority.
14. **CONFIDENTIALITY:** Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regard to HIPPA.
15. **PRODUCT OF SERVICE—COPYRIGHT:** All materials developed or acquired by Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
16. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
17. **MODIFICATION:** This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
18. **MERGER:** This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
19. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

- 20. INDEMNIFICATION: The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- 21. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.
- 22. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

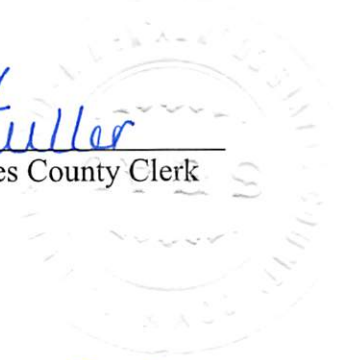
CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry  
 Jeff Bilberry, Chairman

Date: 8-17-2023

ATTEST:

Cindy Fuller  
 Cindy Fuller, Chaves County Clerk



CHAVES COUNTY CASA

Carrie-Leigh Cloutier  
 Carrie-Leigh Cloutier, Executive Director

Date: 08-17-2023

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 02-134839-001

8-17-2023

**AGREEMENT A-23-026  
BETWEEN CHAVES COUNTY AND  
CHAVES COUNTY CASA FOR YOUTH ADVOCACY PROGRAM**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> September of 2023, by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as “County” and Chaves County CASA, hereinafter referred to as “Contractor”.

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for juvenile offender programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department Agreement 21-690-3200-20838-3 effective July 1, 2023, and

WHEREAS, Chaves County desires to contract with the Contractor, as part of the Juvenile Continuum Act, for an Intensive Youth Advocacy Program, and

WHEREAS, both parties desire to enter into this Agreement.

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

1. **SCOPE OF WORK:** In an effort to increase the self-esteem, coping skills and promote a positive outlook and goal-setting skills for youth involved in the juvenile courts system, the Contractor shall:
  - A. Provide guidance, support, and assistance to youth as they navigate the court system through appointed advocates. Advocates conduct assessments of youth referred to the program, appear with the youth in court, conduct home visits, and make referrals to necessary services.
  - B. Youth Advocacy services include Court Appointed Special Advocacy, Kinship Care, Referral and Assessment for any needs that can be identified.
  
2. **PROJECT OUTCOMES:** Per Chaves County- CYFD Agreement 21-690-3200-30838-3, the context of the “Continuum programs and services” identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

The successful progress of this program will be determined by the following:

Project Outcomes

- A. Data Collection
- B. Core Measures
- C. Program Specific Performance Measures
- D. Local Site-Specific Performance Measures

Performance Measures

- A. Number and demographics of youth enrolled in the programs.
- B. Numbers of assessments completed on youth referred by the courts or juvenile probation.
- C. Number of youths who access services identified in the service plans.

Data Collection

As a condition of funding, the Sub-Contractor agrees to report, at minimum, the following demographics:

Demographics:

- A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
  - 1. At-Risk Youth;
  - 2. First Time Offender;
  - 3. Repeat Offender;
  - 4. Sex Offender;
  - 5. Status Offender; and
  - 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
  - 1. Male;
  - 2. Female; or
  - 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
  - 1. Urban;
  - 2. Tribal;
  - 3. Rural; or
  - 4. Frontier.
- H. Other Population Information:
  - 1. Mental Health;
  - 2. Substance Abuse;
  - 3. Truant/Dropout; or
  - D. 4. Pregnant.

E. I. Surveys:

1. A Youth and Staff Survey will be conducted for each youth and turned in monthly upon completion of each program;

J. Training:

1. Contractor shall attend all CYFD mandatory trainings, to include but not limited to, the Trauma Responsive Care and Services Training.

3. **COMPENSATION:** The County agrees to pay the Contractor in full payment for services rendered monthly, upon receipt of invoices, receipts, and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.
  - A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
  - B. The total amount of monies payable to the Contractor under this Agreement shall not exceed \$56,000.00 unless approved by the County.
  - C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5<sup>th</sup> of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2023. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.
4. **TERM OF THE AGREEMENT:** Services will commence on July 1, 2023. This agreement shall terminate on June 30, 2024. The subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 21-690-3200-20838-3 between Chaves County and CYFD.
5. **TERMINATION:** Notwithstanding the term, this agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
6. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement.
7. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the County.
8. **SUBCONTRACTING:** This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. INSURANCE:

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

10. RECORDS AND AUDIT: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

11. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See cilso Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

12. NON-RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in



retaliation against individuals who take action or participate in action to secure rights protected by these laws.

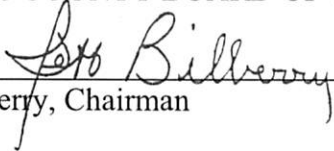
13. **RELEASE:** The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within strict limits of that authority.
14. **CONFIDENTIALITY:** Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regard to HIPPA.
15. **PRODUCT OF SERVICE—COPYRIGHT:** All materials developed or acquired by Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
16. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
17. **MODIFICATION:** This agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.
18. **MERGER:** This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
19. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
20. **INDEMNIFICATION:** The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder,

excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

- 21. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.
- 22. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

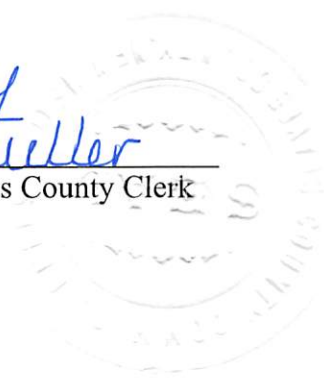
CHAVES COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Jeff Bilberry, Chairman

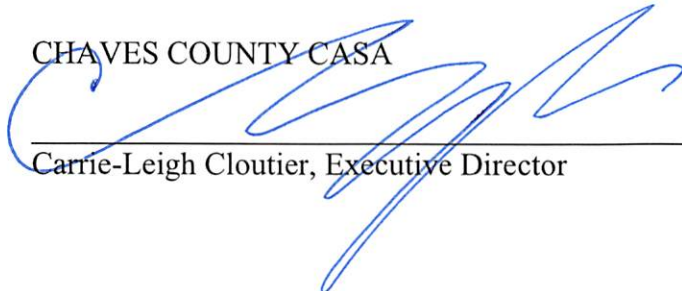
Date: 8-17-2023

ATTEST:

  
\_\_\_\_\_  
Cindy Fuller, Chaves County Clerk



CHAVES COUNTY CASA

  
\_\_\_\_\_  
Carrie-Leigh Cloutier, Executive Director

Date: 08-17-2023

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 02-134839-001

Date: 8-17-2023

**AGREEMENT A-23-027  
BETWEEN CHAVES COUNTY AND  
CHAVES COUNTY CASA FOR GENDER SPECIFIC PROGRAM**

THIS AGREEMENT is made and entered into this 21<sup>st</sup> of September 2023 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as “County” and Chaves County CASA, hereinafter referred to as “Contractor”.

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for juvenile offender programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department Agreement 21-690-3200-20838-3 effective July 1, 2023, and

WHEREAS, Chaves County desires to contract with the Contractor, as part of the Juvenile Continuum Act, for a Girl’s Circle Program/ Boy’s Council Program, and

WHEREAS, both parties desire to enter into this Agreement.

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

1. SCOPE OF WORK:

A. Contractor shall provide an evidenced-based gender-specific program for female/male juvenile offenders who meet criteria for positive peer relationships skills in order to reduce risk of delinquent behavior.

2. PROJECT OUTCOMES: Per Chaves County- CYFD Agreement 21-690-3200-30838-3, the context of the “Continuum programs and services” identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

The successful progress of this program will be determined by the following:

Project Outcomes

- A. Data Collection
- B. Core Measures
- C. Program Specific Performance Measures
- D. Local Site-Specific Performance Measures

### Performance Measures

- A. Number and demographics of youth enrolled in the program.
- B. Numbers of youth who attend sessions weekly.
- C. Number of youths who complete the 12-week program session.

### Data Collection

As a condition of funding, the Sub-Contractor agrees to report, at minimum, the following demographics.

#### Demographics:

- A. Name, Date of Birth, Address, City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
  - 1. At-Risk Youth;
  - 2. First Time Offender;
  - 3. Repeat Offender;
  - 4. Sex Offender;
  - 5. Status Offender; and
  - 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
  - 1. Male;
  - 2. Female; or
  - 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
  - 1. Urban;
  - 2. Tribal;
  - 3. Rural; or
  - 4. Frontier.
- H. Other Population Information:
  - 1. Mental Health;
  - 2. Substance Abuse;
  - 3. Truant/Dropout; or
  - 4. Pregnant.
- I. Surveys:
  - 1. A Youth and Staff Survey will be conducted for each youth and turned in monthly upon completion of each program;
- J. Training:
  - 1. Contractor shall attend all CYFD mandatory trainings, to include but not limited to, the Trauma Responsive Care and Services Training.

3. **COMPENSATION:** The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.
  - A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
  - B. The total amount of monies payable to the Contractor under this Agreement shall not exceed \$15,840.00 unless approved by the County.
  - C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5<sup>th</sup> of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2023. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.
4. **TERM OF THE AGREEMENT:** The agreement will commence on July 1, 2023. This agreement shall terminate on June 30, 2024. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 21-690-3200-20838-3 between Chaves County and CYFD.
5. **TERMINATION:** Notwithstanding the term, this agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
6. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement.
7. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of the County.
8. **SUBCONTRACTING:** This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. INSURANCE:

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

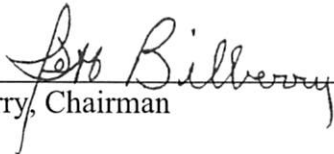
- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
  - B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
  - C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.
10. RECORDS AND AUDIT: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.
11. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.
12. NON-RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

13. **RELEASE:** The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within strict limits of that authority.
14. **CONFIDENTIALITY:** Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regard to HIPPA.
15. **PRODUCT OF SERVICE—COPYRIGHT:** All materials developed or acquired by Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
16. **CONFLICT OF INTEREST:** The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
17. **MODIFICATION:** This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
18. **MERGER:** This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
19. **NOTICE:** The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
20. **INDEMNIFICATION:** The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
21. **APPLICABLE LAW:** This agreement shall be governed by the laws of the State of New Mexico.

22. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

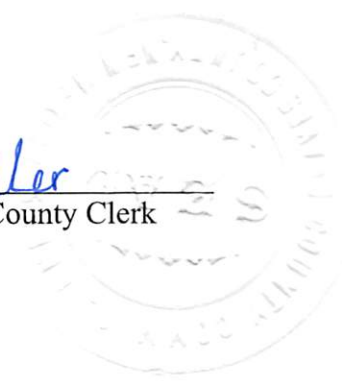
CHAVES COUNTY BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Jeff Bilberry, Chairman

Date: 8-17-2023

ATTEST:

  
\_\_\_\_\_  
Cindy Fuller, Chaves County Clerk



CHAVES COUNTY CASA

  
\_\_\_\_\_  
Carrie-Leigh Cloutier, Executive Director

Date: 08-17-2023

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: 02-134839-001

Date: 8-17-2023



AGENDA ITEM: 2

**Ratification of Agreement A-23-033 between  
Chaves County and the State of New Mexico  
Children, Youth and Families Department**

MEETING DATE: 9/21/2023

**STAFF SUMMARY REPORT**

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**Action Requested by:** Elly T Hollon, Continuum Coordinator

**Action Requested:** Ratification of Agreement A-23-033 between Chaves County and  
CYFD JJAC Grant

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**Item Summary:**

Chaves County Comprehensive Strategy Board would like the ratification approval for the FY24 Agreement between Chaves County and CYFD.

The amount awarded for FY 24 is \$202,125.15  
Programs are listed within the agreement under Attachment 2-Budget.

The agreement will fund the project year July 1, 2023 through June 30, 2024.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-22-026

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Summary by Elly T Hollon

Title: Continuum Coordinator

**STATE OF NEW MEXICO  
CHILDREN, YOUTH AND FAMILIES DEPARTMENT  
Continuum of Graduated Sanctions  
Agreement # 21-690-3200-20838  
Amendment Three (3)**

**A-23-033**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as “Agency,” and **Chaves County** hereinafter referred to as “Contractor,” and is effective as of the date set forth below upon which it is executed by Agency.

**PURPOSE OF AMENDMENT:**

1. Amend **ARTICLE III Limitation of Cost** to reflect an update in language and an increase of **Seven Thousand Four Hundred Sixty-Two Dollars and Twenty-One Cents (\$7,462.21)** for a new FY24 total of **Two Hundred Two Thousand One Hundred Twenty-Five Dollars and Fifteen Cent (\$202,125.15)**, and a new contract total of **Seven Hundred Fifty-Eight Thousand Two Hundred Eighty-Four Dollars and Fifteen Cents (\$758,284.15)**.
2. Amend **Attachment 2 – Budget** to reflect increase in compensation for Item A. Increase in Program Support percentage adjustment.

**IT IS MUTALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCE CONTRACT ARE AMENDED AS FOLLOWS:**

1. **ARTICLE III Limitation of Cost** is hereby amended to read as follows:

Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made a part of this Agreement as Attachment 2 – Budget. The total amount of monies payable to Contractor under this Agreement shall not exceed **Seven Hundred Fifty-Eight Thousand Two Hundred Eighty-Four Dollars and Fifteen Cents (\$758,284.15)**. The annual budget is attached hereto as “Attachment 2 – Budget,” and incorporated herein by reference.

Attachment 2 – Budget is hereby amended to read as follows:

**Attachment 2 – Budget**  
**Chaves County**

<b>A. <u>Continuum and Board Activities:</u></b>			
Continuum Coordinator	\$25	x 1545 Hours =	\$38,625.00
Travel		=	\$946.00
Youth Committee Members		=	\$300.00
15% Program Support		=	<u>\$26,364.15</u>
			<b>\$66,235.15</b>
<b>B. <u>Alternative Education Program:</u></b>			
Based on serving 100 Youth			
Learning Lab	\$200	x 180 Days =	<b>\$36,000.00</b>
<b>C. <u>Court Youth Advocacy Program:</u></b>			
Based on serving 200 Youth			
Assessment	\$65	x 200 Youth =	\$13,000.00
Case Management	\$40	x 300 Hours =	\$12,000.00
Court Hearings	\$40	x 200 Hours =	\$8,000.00
Jail/Home Visits	\$40	x 200 Visits =	\$8,000.00
Final Client Report	\$75	x 200 Youth =	<u>\$15,000.00</u>
			<b>\$56,000.00</b>
<b>D. <u>Gender Specific:</u></b>			
Based on serving 60 Youth			
Girls Circle	165	x 48 Circles =	\$7,920.00
Boys Council	165	x 48 Sessions =	<u>\$7,920.00</u>
			<b>\$15,840.00</b>
<b>E. <u>Middle School After School Program:</u></b>			
Based on serving 100 Youth			
Middle School Program	\$165	x 170 Sessions=	<u>\$28,050.00</u>
<b>Grant Award for the period FY24 shall not exceed the annual amount of:</b>			<b>\$202,125.15</b>

Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$202,125.15
40% Minimum Match Liability for Chaves County	<u>\$80,850.06</u>
Projected Budgeted Amount	\$282,975.21

\*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

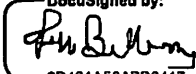
**FUNDING INFORMATION:**

Juvenile Continuum Grant Fund (State General Fund)
State General Fund: FY21: <u>\$179,682.00</u>
State General Fund: FY22: <u>\$179,682.00</u>
State General Fund: FY23: <u>\$196,795.00</u>
State General Fund: FY24: <u>\$202,125.15</u>
Total = <u>\$758,284.15</u>

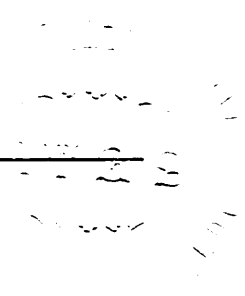
**All other articles of this contract and previous amendments remain the same.**

**IN WITNESS WHEREOF**, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

**CONTRACTOR – Chaves County**

DocuSigned by:  
  
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Authorized Signatory

Date: 8/15/2023

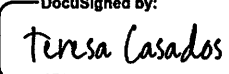


Printed Title of Authorized Signatory

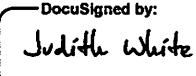
Legal Counsel, Contractor

Date: \_\_\_\_\_

**Agency – New Mexico Children, Youth and Families Department**

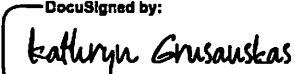
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Secretary or Designee, CYFD

Date: 7/21/2023

DocuSigned by:  
  
394C5E2ED969480...  
Chief Financial Officer, CYFD

Date: 7/21/2023

**Approval as to legal form and sufficiency.**

DocuSigned by:  
  
A0702480E00F40A...  
Office of General Counsel, CYFD

Date: 7/21/2023

**Attachment 3 – Trauma Responsive Care and Services Training Requirements**  
**Chaves County**

Revised 04.29.2022

The Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive*; providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice*; and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice*.

To achieve this, CYFD contracted Contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the Cross-Departmental Training Review Committee (Human Services Department and CYFD representatives). Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the Cross-Departmental Training Review Committee. CYFD will provide a list of approved trainings to Contractors prior to the effective date of the Agreement, and quarterly or upon request thereafter.
  - a. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Contractors may submit request to its Program Manager for approval by the Cross-Departmental Training Review Committee which meets quarterly.
  - b. The list of approved trainings will include those that are of no cost to the Contractor. Funding for Contractor Loss of Productivity will be negotiated between the Contractor and Program Manager for inclusion in the budget.
3. Contractor staff includes those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position (“leaders”).
4. On a monthly basis, Contractors will provide a Trauma Training Tracking Sheet with their invoice or encounter submission that includes the following information:
  - a. Report current leaders and staff who have direct contact with children who have worked for the Contractor for more than three months, and
  - b. Provide certification of completion for those who have completed the initial training requirements.

5. At least seventy (70) percent of the Contractor's staff must have completed required trauma responsive training as identified by Cross-Departmental Training Review Committee within three (3) months of hire for Contractor to continue billing for services.
6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken less than six (6) months prior to hire, may be submitted for approval of the Cross-Departmental Training Review Committee, via the Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor or Subawardee, Contractors are responsible for ensuring that the Subcontractor or Subawardee's staff receive the mandated trauma responsive care and service delivery training as outlined above.

**CYFD Program Managers will:**

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.
2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the Cross-Departmental Training Review Committee, Contractor may submit request to its Program Manager. The Program Manager will route the request to Cross-Departmental Training Review Committee for approval and provide written notice of the Committee's decision to the Contractor within ten (10) working days following the Committee's quarterly meeting.

AGENDA ITEM: 3

**Agreement A-23-035 between Chaves County  
and New Mexico Finance and Administration**

MEETING DATE: September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Adriana Zapata, Community Development Division.

**ACTION REQUESTED:** Approval of Agreement A-23-035

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**ITEM SUMMARY:**

This Agreement is between Chaves County and NM Finance and Administration for the Capital Outlay Appropriation 23-H2920 for the Pecos Valley Regional Communication Center project in the amount of \$885,000.00.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-23-035

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**SUMMARY BY:** Adriana Zapata

**TITLE:** Community Development Project Specialist



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**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 of 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 **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 166**, 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-H2920
- APPROPRIATION AMOUNT: \$885,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 166
- EIGHT HUNDRED EIGHTY-FIVE THOUSAND (\$885,000.00),
- to plan, design, construct, renovate, upgrade, furnish and equip space in the county administrative complex, including replacement of communications equipment and infrastructure, for the Pecos Valley regional communications center in Chaves county;

The Grantee's total reimbursements shall not exceed EIGHT HUNDRED EIGHTY-FIVE THOUSAND \$885,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, EIGHT THOUSAND EIGHT HUNDRED FIFTY \$8,850.00, which equals EIGHT HUNDRED SEVENTY-SIX THOUSAND ONE HUNDRED FIFTY \$876,150.00 (the "Adjusted Appropriation Amount").

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

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

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

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve 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. 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.

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<sup>1</sup>The AJPP 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.

<sup>2</sup>"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.

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

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

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

Grantee: CHAVES COUNTY  
Name: Anabel Barraza  
Title: CFO  
Address: PO Box 1597, Roswell, NM 88202-1817  
Email: anabel.barraza@chavescounty.gov  
Telephone: 575-624-6658

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

Grantee: CHAVES COUNTY  
Name: Adriana Zapata  
Title: Community Development Project Specialist  
Address: PO Box 1597, Roswell, NM 8802-1597  
Email: Adriana.zapata@chavescounty.gov  
Telephone: 575-624-6689

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

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

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.

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## **ARTICLE V. EARLY TERMINATION**

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

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

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

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

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

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

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

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

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

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

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## **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. 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.

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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

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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. 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. 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, **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. **CHAVES COUNTY's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against **CHAVES COUNTY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CHAVES COUNTY** or the Department"

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**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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, 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]



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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**Chaves County Government**

Entity Name

By: **Jeff Bilberry**  
\_\_\_\_\_  
(Type or Print Name)

Its: **Chairman**  
\_\_\_\_\_  
(Type or Print Title)

**September 21, 2023**  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF     GOB     STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Grantee Fiscal Officer  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**AGENDA ITEM:** 4

**Agreement A-23-036 between Chaves County  
and NM Finance and Administration**

**MEETING DATE:** September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Adriana Zapata, Community Development Division.

**ACTION REQUESTED:** Approval of Agreement A-23-036

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**ITEM SUMMARY:**

This Agreement is between Chaves County and NM Finance and Administration for the Capital Outlay Appropriation 23-H2921 for the St. Mary's Complex Parking Lot Renovations project in the amount of \$190,000.00.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-23-036

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**SUMMARY BY:** Adriana Zapata

**TITLE:** Community Development Project Specialist

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**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 of 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 **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 167**, 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-H2921
- APPROPRIATION AMOUNT: \$190,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 167
- ONE HUNDRED NINETY THOUSAND (\$190,000.00),
- to plan, design, and construct, repair and renovate parking facilities at the St. Mary's complex in Chaves county;

The Grantee's total reimbursements shall not exceed ONE HUNDRED NINETY THOUSAND \$190,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ONE THOUSAND NINE HUNDRED \$1,900.00, which equals ONE HUNDRED EIGHTY-EIGHT THOUSAND ONE HUNDRED \$188,100.00 (the "Adjusted Appropriation Amount").

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

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

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

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve 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. 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.

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<sup>1</sup>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.

<sup>2</sup>"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.

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

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

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

Grantee: CHAVES COUNTY  
Name: Anabel Barraza  
Title: CFO  
Address: PO Box 1597, Roswell, NM 88202-1817  
Email: anabel.barraza@chavescounty.gov  
Telephone: 575-624-6658

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

Grantee: CHAVES COUNTY  
Name: Adriana Zapata  
Title: Community Development Project Specialist  
Address: PO Box 1597, Roswell, NM 8802-1597  
Email: Adriana.zapata@chavescounty.gov  
Telephone: 575-624-6689

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

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

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.

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## **ARTICLE V. EARLY TERMINATION**

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

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

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

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

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

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

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

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

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

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



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## **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. 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.

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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

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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. 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. 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, CHAVES COUNTY may immediately terminate this Agreement by giving Contractor written notice of such termination. CHAVES COUNTY's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CHAVES COUNTY or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CHAVES COUNTY or the Department"

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**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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, 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]

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**Chaves County Government**

\_\_\_\_\_  
Entity Name

By: **Jeff Bilberry**

\_\_\_\_\_  
(Type or Print Name)

Its: **Chairman**

\_\_\_\_\_  
(Type or Print Title)

**September 21, 2023**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date



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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

AGENDA ITEM: 5

**Agreement A-23-037 between Chaves County  
and NM Finance and Administration**

MEETING DATE: September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Adriana Zapata, Community Development Division.

**ACTION REQUESTED:** Approval of Agreement A-23-037

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**ITEM SUMMARY:**

This Agreement is between Chaves County and NM Finance and Administration for the Capital Outlay Appropriation 23-H2922 for the St. Mary's Complex Suite D. Building renovation project in the amount of \$150,000.00.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-23-037

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**SUMMARY BY:** Adriana Zapata

**TITLE:** Community Development Project Specialist



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**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 of 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 **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 168**, 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-H2922
- APPROPRIATION AMOUNT: \$150,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 168
- ONE HUNDRED FIFTY THOUSAND (\$150,000.00),
- to plan, design, construct, renovate, furnish and equip St. Mary's complex, including suite D, in Chaves county;

The Grantee's total reimbursements shall not exceed ONE HUNDRED FIFTY THOUSAND \$150,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ONE THOUSAND FIVE HUNDRED \$1,500.00, which equals ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED \$148,500.00 (the "Adjusted Appropriation Amount").

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

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

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

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve 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. 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.

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<sup>1</sup>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.

<sup>2</sup>"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.

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

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

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

Grantee: CHAVES COUNTY  
Name: Anabel Barraza  
Title: CFO  
Address: PO Box 1597, Roswell, NM 88202-1817  
Email: anabel.barraza@chavescounty.gov  
Telephone: 575-624-6658

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

Grantee: CHAVES COUNTY  
Name: Adriana Zapata  
Title: Community Development Project Specialist  
Address: PO Box 1597, Roswell, NM 8802-1597  
Email: Adriana.zapata@chavescounty.gov  
Telephone: 575-624-6689

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

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

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.

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## **ARTICLE V. EARLY TERMINATION**

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

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

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

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

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

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

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

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

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

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

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## **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. 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.

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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

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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. 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. 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, **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. **CHAVES COUNTY's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against **CHAVES COUNTY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CHAVES COUNTY** or the Department"

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**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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, 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]



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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**Chaves County Government**

\_\_\_\_\_  
Entity Name

By: **Jeff Bilberry**

\_\_\_\_\_  
(Type or Print Name)

Its: **Chairman**

\_\_\_\_\_  
(Type or Print Title)

**September 21, 2023**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date



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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA ITEM: 6

**Agreement A-23-038 between Chaves County  
and NM Finance and Administration**

MEETING DATE: September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Adriana Zapata, Community Development Division.

**ACTION REQUESTED:** Approval of Agreement A-23-038

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**ITEM SUMMARY:**

This Agreement is between Chaves County and NM Finance and Administration for the Capital Outlay Appropriation 23-H2928 for the Chaves County Courthouse Window Replace project in the amount of \$800,000.00.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-23-038

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**SUMMARY BY:** Adriana Zapata

**TITLE:** Community Development Project Specialist

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**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 of 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 **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 174**, 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-H2928
- APPROPRIATION AMOUNT: \$800,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 174
- EIGHT HUNDRED THOUSAND (\$800,000.00),
- to plan, design, construct, purchase and install replacement windows in the historic Chaves county courthouse in Roswell in Chaves county;

The Grantee's total reimbursements shall not exceed EIGHT HUNDRED THOUSAND \$800,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ZERO \$0.00, which equals EIGHT HUNDRED THOUSAND \$800,000.00 (the "Adjusted Appropriation Amount").

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

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

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

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve 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. 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.

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<sup>1</sup>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.

<sup>2</sup>"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.

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

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

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

Grantee: CHAVES COUNTY  
Name: Anabel Barraza  
Title: CFO  
Address: PO Box 1597, Roswell, NM 88202-1817  
Email: anabel.barraza@chavescounty.gov  
Telephone: 575-624-6658

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

Grantee: CHAVES COUNTY  
Name: Adriana Zapata  
Title: Community Development Project Specialist  
Address: PO Box 1597, Roswell, NM 8802-1597  
Email: Adriana.zapata@chavescounty.gov  
Telephone: 575-624-6689

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

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

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.

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## **ARTICLE V. EARLY TERMINATION**

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

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

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

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

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

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

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

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

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

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



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## **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. 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.

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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

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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. 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. 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, CHAVES COUNTY may immediately terminate this Agreement by giving Contractor written notice of such termination. CHAVES COUNTY's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against CHAVES COUNTY or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the CHAVES COUNTY or the Department"

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**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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, 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]

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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**Chaves County Government**

\_\_\_\_\_  
Entity Name

By: **Jeff Bilberry**

\_\_\_\_\_  
(Type or Print Name)

Its: **Chairman**

\_\_\_\_\_  
(Type or Print Title)

**September 21, 2023**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF     GOB     STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Grantee Fiscal Officer  
or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA ITEM: <sup>7</sup>\_\_\_\_\_

**Agreement A-23-039 between Chaves County  
and NM Finance and Administration**

MEETING DATE: September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Adriana Zapata, Community Development Division.

**ACTION REQUESTED:** Approval of Agreement A-23-039

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**ITEM SUMMARY:**

This Agreement is between Chaves County and NM Finance and Administration for the Capital Outlay Appropriation 23-H2929 for the Chaves County Health Facility project in the amount of \$150,000.00.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-23-039

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**SUMMARY BY:** Adriana Zapata

**TITLE:** Community Development Project Specialist



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**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 of 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 **CHAVES COUNTY**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the **Laws of 2023, Chapter 199, Section 28, Paragraph 175**, 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-H2929
- APPROPRIATION AMOUNT: \$150,000.00
- APPROPRIATION REVERSION DATE: June 30, 2027
- Laws of 2023, Chapter 199, Section 28, Paragraph 175
- ONE HUNDRED FIFTY THOUSAND (\$150,000.00),
- to plan, design, construct and equip a health department facility and campus, including site and accessibility improvements, in Chaves county;

The Grantee's total reimbursements shall not exceed ONE HUNDRED FIFTY THOUSAND \$150,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount"), if applicable, ONE THOUSAND FIVE HUNDRED \$1,500.00, which equals ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED \$148,500.00 (the "Adjusted Appropriation Amount").

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

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

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

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
  - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
  - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
  - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
  - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
    - b. if no oversight entity is required to approve 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. 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.

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<sup>1</sup>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.

<sup>2</sup>"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.

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

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

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

Grantee: CHAVES COUNTY  
Name: Anabel Barraza  
Title: CFO  
Address: PO Box 1597, Roswell, NM 88202-1817  
Email: anabel.barraza@chavescounty.gov  
Telephone: 575-624-6658

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

Grantee: CHAVES COUNTY  
Name: Adriana Zapata  
Title: Community Development Project Specialist  
Address: PO Box 1597, Roswell, NM 8802-1597  
Email: Adriana.zapata@chavescounty.gov  
Telephone: 575-624-6689

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

Department: DFA/Local Government Division  
Name: Nicole Silva  
Title: Program Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
Email: Nicole.Silva@dfa.nm.gov  
Telephone: 505-470-7041

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.

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## **ARTICLE V. EARLY TERMINATION**

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

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

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

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

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

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

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

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

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

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

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## **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. 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.

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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

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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. 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. 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, **CHAVES COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. **CHAVES COUNTY's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against **CHAVES COUNTY** or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CHAVES COUNTY** or the Department"

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**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 DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CHAVES COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CHAVES COUNTY only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, 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]



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

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

**Chaves County Government**

\_\_\_\_\_  
Entity Name

By: **Jeff Bilberry**

\_\_\_\_\_  
(Type or Print Name)

Its: **Chairman**

\_\_\_\_\_  
(Type or Print Title)

**September 21, 2023**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
By:

Its: Division Director

\_\_\_\_\_  
Date



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

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

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

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

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

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

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**AGENDA ITEM:** 8

**Resolution R-23-042 and Agreement A-23-034  
between Chaves County and NM Department  
of Transportation and Approval of  
Amendment #1 for Quarterly Database  
Reporting.**

**MEETING DATE:** September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Adriana Zapata, Community Development Division.

**ACTION REQUESTED:** Approval of Resolution, Agreement and Amendment # 1 for Quarterly Database Reporting.

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**ITEM SUMMARY:**

This Resolution and Agreement is between Chaves County and NM Department of Transportation for the Capital Outlay Pine Lodge Rd project, Appropriation H3307 in the amount of \$900,000.00. Amendment # 1 is for Quarterly Database Reporting into the new Budget & Formulation Management System.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Resolution R-23-042  
Agreement A-23-034  
Exhibit- Amendment # 1 for Quarterly Database Reporting

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**SUMMARY BY:** Adriana Zapata

**TITLE:** Community Development Project Specialist

Contract Number: \_\_\_\_\_  
Vendor Number: 000054378  
Control Number: C2233307

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and Chaves County, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

**RECITALS**

**WHEREAS**, in the Laws of 2023, HB505, Chapter 199, Section 33, Subsection 41, 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 the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

**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:

DFA Appropriation ID H3307 NMDOT Control Number C2233307 **\$900,000**

APPROPRIATION REVERSION DATE: 6/30/2027

Laws of 2023, Chapter 199, Section 33, Subsection 41, Nine Hundred Thousand Dollars and No Cents (\$900,000), to plan, design, construct and make improvements to Pine Lodge road from Old Clovis highway to Bitter Lake national wildlife refuge in Chaves County county.

The Grantee’s total reimbursements shall not exceed Nine Hundred Thousand Dollars and No Cents \$900,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if applicable,

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<sup>1</sup> 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.

Zero Dollars and No Cents (\$ 0.00), which equals Nine Hundred Thousand Dollars and No Cents (\$900,000) (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 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 Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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<sup>2</sup> "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.

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: Chaves County

Name: Joe West  
Title: Pulic Service Director  
Address: P.O. Box 1817, Roswell, New Mexico 88201  
Email: joe.west@co.chaves.nm.us  
Telephone: 505-624-6600

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: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

Department: Department of Transportation District 2 Office  
Name: Libby Coslin  
Title: Local Government Road Fund Coordinator  
Address: P.O. Box 1457, Roswell, NM 88202  
Email: Libby.Coslin2@state.nm.us  
Telephone: 575-840-3373

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2027 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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



particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

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

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

### **B. Early Termination Before Reversion Date Due to Non-appropriation**

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

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

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

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

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

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

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

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

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

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

### **ARTICLE VII. AMENDMENT**

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

### **ARTICLE VIII. REPORTS**

#### **A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

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

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

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

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

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

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

#### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in

Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

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

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

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

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

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

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

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

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

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

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

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

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

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

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following 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 Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the Chaves County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves County only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

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

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

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

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

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

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee’s sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department’s failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department’s obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]



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

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

Chaves County Government  
Entity Name

By: Jeff Bilberry  
(Type or Print Name)

Its: Chairman  
(Type or Print Title)

September 21, 2023  
Date

**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

\_\_\_\_\_  
Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

DocuSigned by:  
Christine Schwamberger  
592C7CA1DD44D1  
By: Aaron Frankland or Designee

Its: Deputy General Counsel

8/21/2023  
\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)
- \_\_\_\_\_
- City                      State                      Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB *(attach wire if first draw)*
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**Notice of Obligation to Reimburse Grantee [# 1]**

DATE: [\_\_\_\_\_]

TO: Department Representative: [\_\_\_\_\_]

FROM: Grantee: [\_\_\_\_\_]

Grantee Official Representative: [\_\_\_\_\_]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [\_\_\_\_\_]

Grant Termination Date: [\_\_\_\_\_]

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

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

Vendor or Contractor: [\_\_\_\_\_]

Third Party Obligation Amount: [\_\_\_\_\_]

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

Grant Amount (Minus AIPP if applicable): [\_\_\_\_\_]

The Amount of this Notice of Obligation: [\_\_\_\_\_]

The Total Amount of all Previously Issued Notices of Obligation: [\_\_\_\_\_]

The Total Amount of all Notices of Obligation to Date: [\_\_\_\_\_]

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

Department Rep. Approver: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

Signature: [\_\_\_\_\_]

Date: [\_\_\_\_\_]

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



## NMDOT ATTACHEMNT A

### **The Chaves County shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

### **The Chaves County shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

**RESOLUTION**

**R-23-042**

**Chaves County Government**

**PARTICIPATION IN CAPITAL OUTLAY PROGRAM  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF  
TRANSPORTATION**

WHEREAS, *Chaves County* and the New Mexico Department of Transportation enter into a Cooperative Agreement. WHEREAS, the total cost of the project will be \$900,000.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$900,000.00 and
- b. Chaves's proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$900,000.00

*Chaves County* shall pay all costs, which exceed the total amount of \$900,000.00. Now therefore, be it resolved in official session that *Chaves County* determines, resolves, and orders as follows: That the project for this Cooperative agreement is adopted and has a priority standing. The agreement terminates on June 30, 2027 (for Laws of 2023,) and the *Chaves County Commission* incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the *Chaves County Commission* to enter into Cooperative Agreement Control Number C2233307 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2023) to plan, design, construct and make improvements to Pine Lodge Road from Old Clovis highway to Bitter Lake national wildlife refuge in Chaves County, within the control of the *Chaves County Commission* in Chaves, New Mexico.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Jeff Bilberry, Chairman

ATTEST:

\_\_\_\_\_  
Cindy Fuller, County Clerk

**Contract Number: D19648/1**  
**Vendor Number: 54378**  
**Control Number: HW2C2223129**

**STATE OF NEW MEXICO  
DEPARTMENT OF TRANSPORTATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT  
AMENDMENT NO. 1**

**Grantee: Chaves County**  
**Grant Agreement #: D19648/1**

**THIS AMENDMENT** is made and entered into by and between the New Mexico Department of Transportation (Department) and the Grantee. This Amendment shall be effective as of the date of the last party to sign on the signature page below.

**RECITALS**

**WHEREAS**, the Department and Grantee entered into the Capital Appropriation Project Agreement(s), Grant Agreement(s) identified above, on the date(s) identified in the Capital Appropriation Project Agreement(s); and

**WHEREAS**, the Capital Outlay Projects Bureau of the New Mexico Department of Finance and Administration coordinates the funding and administration of capital projects under the authority of the State Budget Division, Department of Finance and Administration; and

**WHEREAS**, the Capital Outlay Projects Bureau has amended its database reporting requirements; and

**WHEREAS**, Article VII allows the parties to alter the Agreement by written consent of both parties; and

**WHEREAS**, the Department and the Grantee want to amend the Agreement; and

**WHEREAS**, pursuant to NMSA 1978, Section 67-3.28, as amended, and State Transportation Commission Policy No. 44, the Department has the authority to enter into this Amendment.

**AGREEMENT**

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

1. **Subsection A. Database Reporting** of **ARTICLE VIII. REPORTS** is deleted and replaced with the following:

**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: <https://nm.bfm.cloud/bfmnm/default.aspx>). 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 thirty (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.

All other obligations set forth in the Agreement, including as previously amended, shall remain in full force and effect unless expressly amended or modified by this Amendment.

**The remainder of this page is intentionally left blank.**

**IN WITNESS WHEREOF**, the parties do hereby execute this Amendment.

**THIS AMENDMENT** has been approved by:

**GRANTEE**

\_\_\_\_\_  
Chief Elected Official/Authorized Signatory

September 21, 2023  
Date

(Type or Print Name)

Jeff Bilberry, Chairman

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Cabinet Secretary or Designee

\_\_\_\_\_  
Date

(Type or Print Name)

\_\_\_\_\_

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

DocuSigned by:  
Christine Schwamberger  
593C7CA1DD434D1...

8/24/2023

\_\_\_\_\_  
NMDOT Office of General Counsel

\_\_\_\_\_  
Date

(Type or Print Name)

\_\_\_\_\_



**AGENDA ITEM:** 9

Resolution R-23-043 Ordering the  
Chaves County Assessor to Impose  
the 2023 Certified Tax Rates

**MEETING DATE:** September 21, 2023

---

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Approve Resolution

---

**ITEM SUMMARY:**

The County Commission receives a Certificate of Tax Rates from DFA each year in September. The Commission is required by statute to issue a written order imposing the tax at the rate set on the net taxable value of the property. A Resolution ordering the County Assessor to impose the rates must be approved each year. It is important to point out that these tax rates are set by the Secretary of DFA and not the County.

Rates will be provided prior to the meeting.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Resolution R-23-043

---

**SUMMARY BY:** William B. Williams

**TITLE:** County Manager

**RESOLUTION R-23-043  
ORDERING THE CHAVES COUNTY ASSESSOR TO  
IMPOSE THE 2023 CERTIFIED TAX RATES**

WHEREAS, the Secretary of the Department of Finance and Administration (DFA) in accordance with the Property Tax Code (Article 35-38, Chapter 7, NMSA 1978) sets the 2023 property tax rates for the governmental units in Chaves County; and

WHEREAS, Section 7-38-34, NMSA 1978 requires the Board of Commissioners to issue a written order imposing the tax rate set by the Secretary of DFA; and

WHEREAS, the Secretary of DFA has provided the County with the Certificate of Tax Rates for 2023 attached hereto as Exhibit #1.

NOW THEREFORE BE IT RESOLVED BY THE Chaves County Board of Commissioners that 2023 property taxes imposed at the rate certified by the New Mexico Department of Finance and Administration are hereby ordered to be imposed by the Chaves County Assessor.

DONE THIS 21st day of September 2023.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jeff Bilberry, Chairman

\_\_\_\_\_  
T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
Richard C. Taylor, Member

\_\_\_\_\_  
Cindy Fuller  
County Clerk

\_\_\_\_\_  
Michael Perry, Member

**AGENDA ITEM:** 10

Resolution R-23-044 in  
Support of H. Res. 684  
Condemning the Actions of  
MLG for Subverting the 2<sup>nd</sup>  
Amendment of the United  
States Constitution

**MEETING DATE:** September 21, 2023

---

**STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Approve Resolution Supporting U.S. H. Res 684

---

**ITEM SUMMARY:**

This resolution acknowledges that the Chaves County Board of Commissioners supports the bill sponsored by Congressman Dan Newhouse and supported by an additional 70 Co-Sponsors which condemns the actions of the Governor of New Mexico Michelle Lujan Grisham, for subverting the Second Amendment to the Constitution and depriving the citizens of New Mexico the right to bear arms.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Resolution R-23-044

---

**SUMMARY BY:** William B. Williams

**TITLE:** County Manager

**RESOLUTION NO. R-23-044**  
**A RESOLUTION SUPPORTING U.S. H. RES. 684**

**WHEREAS**, ON September 8, 2023, Governor Lujan Grisham issued an emergency public health order that suspended New Mexican’s right to open and conceal carry firearms for at least 30 days; and

**WHEREAS**, under this emergency order, citizens could be fined up to \$5,000 and face civil penalties for exercising their Second Amendment rights and directs state agencies and local law enforcement to coordinate and to apprehend any violators of the order; and

**WHEREAS**, the Second Amendment to the United States Constitution states that the citizens right to bear arms shall not be infringed; and

**WHEREAS**, all rights secured by the Constitution are absolute, and a direct attempt from a Governor to take away the rights of citizens warrants the condemnation from the Congress; and

**WHEREAS**, New Mexico Attorney General Raul Torrez stated he will not defend this emergency order as it violates the Constitution; and

**WHEREAS**, United States District Court Judge David Urias for the District of New Mexico blocked the portion of the emergency order that prohibits lawful firearm owners from carrying their guns in public for 30 days; and

**WHEREAS**, in District of Columbia v. Heller, 554 U.S. 570, 595 (2008) , the Supreme Court confirmed that “[t]here seems to us no doubt, on the basis of both text and history, that the Second Amendment conferred an individual right to keep and bear arms.”; and

**WHEREAS**, in McDonald v. City of Chicago, 561 U.S. 742 (2010), the Supreme Court reaffirmed that “[s]elf-defense is a basic right, recognized by many legal systems from ancient times to the present day.”

**WHEREAS**, Justice Thomas concurred by pointing out that “the right to keep and bear arms is a privilege of American citizenship.”; and

**WHEREAS**, THE Supreme Court further held in New York State Rifle and Pistol Association v. Bruen, 142 S. CT. 2111, 2126 (2022), that the Second Amendment requires the government to demonstrate that a law regulating firearms “is consistent with this Nation’s historical tradition of firearm regulation”; and

**WHEREAS**, THE Governor stated “No Constitutional right in my view, including my oath, is intended to be absolute” at a press conference announcing the emergency public order; and

**WHEREAS**, the oath of office for the Governor of New Mexico states “Every person elected or appointed to any office shall, before entering upon his duties take and subscribe to an oath or affirmation that he will support the Constitution of the United States and the Constitution and laws of this state, and he will faithfully and impartially discharge the duties of his office to the best of his ability.”.

**NOW, THEREFORE, BE IT RESOLVED**, that Board of Chaves County Commissioners hereby joins the sponsors of H. Res. 684 in the the House of Representatives and condemns the actions of Michelle Lujan Grisham for blatantly violating the Second Amendment to the Constitution and depriving the citizens of New Mexico of their right to bear arms.

**LET IT FURTHER BE RESOLVED**, that the Board of Commissioners of Chaves County, New Mexico will forward this resolution to all Congressional Delegates from the State of New Mexico with a letter demanding the passage of this resolution in both the House and the Senate.

Done this 21st day of September, 2023.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jeff Bilberry, Chairman

\_\_\_\_\_  
T. Calder Ezzell Jr, Vice-Chairman

**ATTEST:**

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
Richard C. Taylor, Member

\_\_\_\_\_  
Cindy Fuller  
County Clerk

\_\_\_\_\_  
Michael Perry, Member

Item # 11

Award RFP-24-1 – Youth Club  
23-ZH9177

Meeting Date: 09/21/2023

**STAFF SUMMARY**

---

**REQUESTED BY:** Analia Nieto, Purchasing Director

**ACTION REQUIRED:** Award RFP-24-1 Youth Club 24-ZH9177

---

**SUMMARY:**

Chaves County received 1 proposal in response to our Youth Club 23-ZH9177 RFP. The proposal was considered responsive to specifications and requirements outlined within the RFP, and the evaluation committee conducted a review of the proposal. The evaluation committee has recommended award to the **Boys and Girls Club of Chaves and Lincoln County**. If approved for award, an agreement will be on the agenda for consideration at the October Commission meeting. Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Notice of Intent to Award Letter  
Evaluation Summary

---

**Submitted by:** Analia Nieto, CPO  
**Title:** Purchasing Director

## RFP SUMMARY

**RFP #:** RFP-24-1

**COMMODITY:** Youth Club Services

**USER DEPARTMENT(S):** Community Development

**SPECIFICATIONS BY:** Anabel Barraza, Analia Nieto, Bill Williams

**ADVERTISED:** August 15, 2023 in the Roswell Daily Record.

**ADDENDA ISSUED:** None

**OPEN DATE:** September 5, 2023

**SPECIFIC DESCRIPTION:** This is a request for proposals for Youth Club Services.

	Total	Location / Accessibility	Program Output / # of Youth Served	Project Approach	Personnel Quantity / Qualifications	Presentation
Supplier	/ 100 pts	/ 20 pts	/ 30 pts	/ 35 pts	/ 5 pts	/ 10 pts
Boys & Girls Clubs of Chaves & Lincoln Counties	83.5 pts	18.75 pts	26.25 pts	25.25 pts	4.25 pts	9 pts

Item # 12

Award RFP-24-2 – Youth Mentoring  
Services 23-ZH9178

Meeting Date: 09/21/2023

---

**STAFF SUMMARY**

---

**REQUESTED BY:** Analia Nieto, Purchasing Director

**ACTION REQUIRED:** Award RFP-24-2 Youth Mentoring Services 23-ZH9178

---

**SUMMARY:**

Chaves County received 2 proposals in response to our Youth Mentoring Services 23-ZH9178 RFP. Both proposals were considered responsive to submitting required documentation, however only one proposal was considered responsive to the specifications within the RFP. The evaluation committee conducted reviews of both proposals. The evaluation committee has recommended award to **Big Brother Big Sisters of Central New Mexico**. If approved for award, an agreement will be on the agenda for consideration at the October Commission meeting. Staff recommends approval.

---

**SUPPORT DOCUMENTS:** Notice of Intent to Award Letter  
Evaluation Summary

---

**Submitted by:** Analia Nieto, CPO  
**Title:** Purchasing Director



## RFP SUMMARY

**RFP #:** RFP-24-2

**COMMODITY:** Youth Mentoring Services

**USER DEPARTMENT(S):** Community Development

**SPECIFICATIONS BY:** Anabel Barraza, Analia Nieto, Bill Williams

**ADVERTISED:** August 15, 2023 in the Roswell Daily Record.

**ADDENDA ISSUED:** None

**OPEN DATE:** September 5, 2023

**SPECIFIC DESCRIPTION:** This is a request for proposals for 1-on-1 Youth Mentoring Services

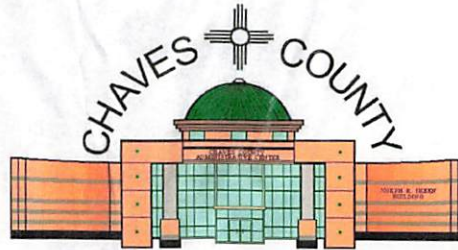
	Total	Location / Accessibility	Program Output / # of Youth Served	Project Approach	Personnel Quantity / Qualifications	Presentation
Supplier	/ 100 pts	/ 20 pts	/ 30 pts	/ 35 pts	/ 5 pts	/ 10 pts
Big Brothers Big Sisters of Central New Mexico in Chaves County	90 pts	19.5 pts	25.75 pts	31 pts	5 pts	8.75 pts
Boys & Girls Clubs of Chaves & Lincoln Counties	57 pts	14.25 pts	18 pts	16.25 pts	3 pts	5.5 pts

## PURCHASING DEPARTMENT

PO Box 1817  
Roswell, NM 88202-1817  
Phone: 575-624-6615  
Fax: 575-624-6631

### Purchasing Director

Analicia Nieto, CPO



## COMMISSIONERS

Dara Dana · District 1  
T. Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Richard Taylor · District 4  
Michael Perry · District 5

### County Manager

William B. Williams

September 13, 2023

Big Brothers Big Sisters  
Attn: Angela Padilla  
1717 W Second St, Suite 200  
Roswell, NM 88201

Sent via email: [angela.reedpadilla@bbbs-cnm.org](mailto:angela.reedpadilla@bbbs-cnm.org)

### Re: NOTICE OF INTENT TO AWARD

RFP-24-2 Youth Mentoring Services 23-ZH9178

Greetings,

The Chaves County evaluation committee has completed their review of (two) proposals that were submitted for RFP-24-2 Youth Mentoring Services 23-ZH9178. On September 21, 2023 staff will recommend **Big Brothers Big Sisters of Central New Mexico in Chaves County** for award to the Chaves County Board of Commissioners.

If approved for award by the Chaves County Board of Commissioners, an executed agreement will need to be executed and presented at the October 2023 Commission meeting for approval.

*In accordance with Section 13-1-172 NMSA 1978, any Bidder who is aggrieved in connection with the solicitation of a contract or the award of a contract may protest to the Chief Procurement Officer. The protest must be submitted **in writing within fifteen (15) calendar days** after knowledge of the facts or occurrences giving rise to the protest. The protest letter shall include the name and address of the protestant, the solicitation number, and a statement of the grounds for protest, including appropriate supporting exhibits.*

Sincerely,

A handwritten signature in blue ink, appearing to read "Analicia Nieto".

Analicia Nieto  
Purchasing Director, CPO

AGENDA ITEM: 13 Ratification of Out of State Travel  
MEETING DATE: September 21, 2023 New Britain, CT -SRO School

**STAFF SUMMARY REPORT**

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ACTION REQUESTED BY: Sheriff Mike Herrington  
ACTION REQUESTED: Approval of Out of State Travel

---

ITEM SUMMARY:

The Chaves County Sheriff's Office is requesting ratification for travel that took place 08/20/23-08/26/23 for Olivia Padilla to attend NASRO Basic SRO School in New Britain, CT. This training along with airline travel and per diem was paid for by the RISD as a reimbursable agreement to the deputy attending SRO School.

No cost was charged to the County other than her normal salary for class room time and travel.

---

SUPPORT DOCUMENTS:

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SUMMARY BY: Janet M. Garcia  
TITLE: Sheriff's Administrator

# Basic SRO – New Britain, CT

[Training](#)

[Training Calendar](#)

[Training Courses](#)

[Host Training](#)

[NASRO Instructor](#)

[Instructor's Corner](#)

**August 21 – 25, 2023 | 8:00 am – 5:00 pm**

**Location:**

New Britain Police Department  
10 Chestnut Street  
New Britain, CT 06051

[Show map](#)

**Contact:** SGT. James Krolikowski  
**Phone:** 860-826-3081  
**Email:** JamesD.Krolikowski@newbritainct.gov

*\*Class Paid by RISD  
- No cost to County.  
- No Per Diem given*

**Host Agency:**

New Britain Police Department

**Location Site:**

New Britain Police Department  
10 Chestnut Street  
New Britain, CT 06051

**Hotel(s):**

Courtyard by Marriott Hartford Farmington  
1583 SE Road  
Farmington, CT 06032  
860-521-7100  
NASRO Training Discount: \$132

Hampton Inn and Suites Hartford/Farmington  
301 Colt Hwy  
Farmington, CT 06032  
860-674-8488

**You must have an account or be a member to register for courses.**

[No Account/No Membership? Create one here!](#)

## Or Login

**Username:**

Your Username may be your email address. The username/email is lowercase.  
[Forgot Username? Click Here!](#)

**Password:**

Password is case-sensitive.

Remember Me

Forgot Password

Please **DO NOT** use your account to register another person. Each person needs to have his/her own personal account with his/her name, email address, user ID, and password to

access course certificates and training history, and to receive emails from instructors.

When registering for training, you can pay by credit card or select "Invoice Me" in the credit card dropdown box. Invoices will be emailed to the registered attendee.

**Course Certificates:**

If there are any issues with your course certificate, please contact Christina Connell at christina.connell@nasro.org within 30 days of course completion. NASRO does not report POST hours except for TCOLE hours for in person classes held within Texas.

**NASRO Event Cancellations:**

NASRO reserves the right to cancel or reschedule training. If NASRO cancels or reschedules training due to weather or unforeseen circumstances beyond the control of NASRO, you are entitled to a full refund, but NASRO is not responsible for travel arrangements, travel fees, or any expenses incurred by you as a result of such cancellation. If NASRO cancels a training in which you are enrolled, you will be contacted at the email address you provided when registering, so please be sure to provide a valid email address.

*Any Course (with the exception of AMHT) with less than 15 registrations will be subject to cancellation. AMHT classes require a minimum of 20 registrations.*

**The below information applies ONLY to regular courses, not conference.**

**Participant Cancellations and No-Show Policy:**

Cancellation requests must be emailed to ar@nasro.org. A refund will be issued unless a credit for a future training course is specifically requested. Cancellations made within 3 days of the course start date, or no-shows, will forfeit all registration fees. No transfers between people will be permitted.

**Late Registration Fees:**

All registrations made within 10 business days of the course start date will incur a \$25.00 late-registration fee.

National Association of School

(888) 316-2776

twitter.com/nasro\_info

Resource Officers

2020 Valleydale Road, Suite 207A

Hoover, AL 35244

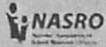
facebook.com/NASRO.o

Office: (205) 739-6060

Fax: (205) 536-9255

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Website & Software by Accrisoft



# TRAINING CLASS ROSTER

Instructor(s): Bruce Cople

Number of Participants:

Course Name & Location: Basic - New Britain, CT

Date: 08-21-2023 to 08-25-2023

Daily Attendance Record.  
Please initial each day.

First Name	Last Name	Agency/Department	Email	Daily Attendance Record					Notes
				Mon.	Tues.	Wed.	Thurs.	Fri.	
Micaela	Kreitman	Milford Police Department (CT)	mkreitman@milfordct.gov	MF	MF	MF	MF	MF	
Jake	Mahoney	Hull Police Department (AK)	jfmahoney@hullpolice.org	JM	JM	JM	JM	JM	
Wilson	Matos	Stamford Police Department (CT)	wmatos@stamfordct.gov	WM	WM	WM	WM	WM	
Maria	McAvoy	Stratford Public Schools (CT)	mcavoy@stratk12.org	MA	MA	MA	MA	MA	
Randy	McCarthy	Auburn Police Department (MA)	randy.mccarthy@auburnmasspolice.org	RM	RM	RM	RM	RM	
Brian	McKirryher	Southbury Police Department (CT)	b.mckirryher@southbury-ct.gov	BM	BM	BM	BM	BM	
Tyler	Miller	Dalton Police Department (MA)	tmiller@dalton-ma.gov	TM	TM	TM	TM	TM	
Joseph	Mortali	Hamden Police Department (CT)	jmortali@hamdenpd.com	JM	JM	JM	JM	JM	
Jayvon	Nesmith	Milford Police Department (CT)	jnesmith@milfordct.gov	JN	JN	JN	JN	JN	
Olivia	Padilla	Chaves County Sheriff's Office (NM)	olivia.padilla@chavescounty.gov	OP	OP	OP	OP	OP	
Jakari	Pellegrini	New Britain Police Department (CT)	jakari.pellegrini@newbritainct.gov	JP	JP	JP	JP	JP	
Fernando	Pereira	Newtown Police Department (CT)	fernando.pereira@newtown-ct.gov	FP	FP	FP	FP	FP	
Shane	Pucci	Westport Police Department (CT)	spucci@westportct.gov	SP	SP	SP	SP	SP	
Shayla	Rodgers	Three Affiliated Tribes Police Department (ND)	srodgers@mhanation.com	SR	SR	SR	SR	SR	
Ajanae	Scavone	Narragansett Police Department (RI)	ascavone@narragansetttri.gov	AS	AS	AS	AS	AS	

**AGENDA ITEM:** 14

Permission to Publish for a Public Hearing Regarding LEDA and Ordinance No. O-097 an Ordinance of Chaves County Relating to the Intergovernmental Agreement and Project Participation Agreement for USA Beef

**MEETING DATE:** September 21, 2023

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Permission to Publish

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**ITEM SUMMARY:**

Staff is requesting permission to publish for a public hearing regarding Ordinance No. O-109 to be held on Thursday, October 19, 2023 at 9:00 a.m. in the Chaves County Commission Chambers during the Commission's regular meeting. This new ordinance relates to agreements between Chaves County and the New Mexico Local Economic Development Department pertaining to the USA Beef project at the Roswell Air Center.

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

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Ordinance No. O-097

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**SUMMARY BY:** Bill Williams

**TITLE:** County Manager



STATE OF NEW MEXICO, COUNTY OF CHAVES  
FILE FOR RECORD FEB 9, 2017 AT 01 48 O CLOCK PM  
O-097 Pages 1  
Dave Kunko, County Clerk

**ORDINANCE NUMBER O-097**

**AN ORDINANCE OF CHAVES COUNTY APPROVING THE PROJECT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND A PROJECT PARTICIPATION AGREEMENT, ACCEPTING FROM THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT \$400,000 FOR ECONOMIC ASSISTANCE TO SUPPORT THE CONSTRUCTION BY USA BEEF PACKING LLC OF A MANUFACTURING FACILITY IN CHAVES COUNTY**

**WHEREAS**, the Chaves County has passed Ordinance No. 0-088, relating to Economic Development Planning; and

**WHEREAS**, the purpose of the Economic Development Plan is to "allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources;" and

**WHEREAS**, USA Beef Packing, LLC project is a qualifying entity as stated in Ordinance No. O-088, by being "an industry for manufacturing, processing, or assembling of any agriculture or manufactured products;" and

**WHEREAS**, the State of New Mexico Economic Development Department desires to support USA Beef Packing's development through its 2016 Capital Outlay Fund by entering into a Contract with Chaves County to contribute \$400,000 toward the construction of a manufacturing facility; and

**WHEREAS**, Chaves County desires to enter into an agreement with USA Beef Packing in the form of a Project Participation Agreement, as provided for in Ordinance No. O-088.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO:**

**Section 1.** The USA Beef Packing LLC Project application is hereby approved, and the Chair of the Commission is authorized to execute on behalf of the Chaves County Commission an Intergovernmental Agreement in substantially the form attached with the State of New Mexico Economic Development Department to accept \$400,000 to be used specifically for the construction of a manufacturing facility by USA Beef Packing in Chaves County.

**Section 2.** The Chair of the Commission is authorized to execute on behalf of Chaves County a Project Participation Agreement in substantially the form attached with USA Beef Packing LLC, for the construction and development of a manufacturing facility by USA Beef Packing LLC.

**Section 3. Repealer.** All ordinances or parts of ordinances in conflict or inconsistent herewith be, and the same hereby are repealed to the extent only of such conflict or inconsistency, and as to all other ordinances, this ordinance is hereby made cumulative. This repealer shall not be construed to revive any ordinance or parts of any ordinance heretofore repealed.

**Section 4. Severability.** If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

**Section 5: Effective date.** This ordinance shall be effective April 17, 2017.

PASSED, ADOPTED, SIGNED and APPROVED the 16<sup>th</sup> day of March, 2017.

**BOARD OF CHAVES COUNTY COMMISSIONERS**

ATTEST:

  
Dave Kunko, Chaves County Clerk



  
Robert Corn, Commission Chair



**AGENDA ITEM:** 15

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

**MEETING DATE:** September 21, 2023

**STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Bill Williams, County Manager

**ACTION REQUESTED:** Permission to Publish

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**ITEM SUMMARY:**

Staff is requesting permission to publish for a public hearing regarding Ordinance No. O-109 to be held on Thursday, October 19, 2023 at 9:00 a.m. in the Chaves County Commission Chambers during the Commission's regular meeting. This new ordinance relates to agreements between Chaves County and the New Mexico Local Economic Development Department pertaining to the Ascent Aviation project at the Roswell Air Center.

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

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Ordinance No. O-109

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**SUMMARY BY:** Bill Williams

**TITLE:** County Manager

ORDINANCE NUMBER O-109

**AN ORDINANCE OF CHAVES COUNTY APPROVING THE PROJECT AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AND A PROJECT PARTICIPATION AGREEMENT, ACCEPTING FROM THE NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT \$4,000,000 FOR LEDA ELIGIBLE EXPENDITURES IN CONNECTION WITH THE CONSTRUCTION OF AN AVIATION MAINTENANCE REPAIR OVERHAUL (MRO) FACILITY IN CHAVES COUNTY**

**WHEREAS**, the Chaves County Board of Commissioners has passed Ordinance No. 0-088, relating to Economic Development Planning; and

**WHEREAS**, the purpose of the Economic Development Plan is to "allow public support of economic projects to foster, promote and enhance local economic development efforts while continuing to protect against the unauthorized use of public money and other public resources;" and

**WHEREAS**, Ascent Aviation Services project is a qualifying entity as stated in Ordinance No. 0-088, by being "a business in which all or part of the activities of the business involves the supplying of services to the general public or to government agencies or to a specific industry or customer;" and

**WHEREAS**, the State of New Mexico Economic Development Department desires to support Ascent Aviation Services development through its 2021 Capital Outlay Fund by entering into a Contract with Chaves County to contribute \$4,000,000 toward the lease payment abatement for a manufacturing facility; and

**WHEREAS**, Chaves County desires to enter into an agreement with Ascent Aviation Services in the form of a Project Participation Agreement, as provided for in Ordinance No. 0-088.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF CHAVES COUNTY, NEW MEXICO:**

**Section 1.** The Ascent Aviation Services Project application is hereby approved, and the Chair of the Commission is authorized to execute on behalf of the Chaves County Commission an Intergovernmental Agreement in substantially the form attached with the State of New Mexico Economic Development Department to accept \$4,000,000 to be used specifically for the reimbursement of lease payments, by Ascent Aviation Services in Chaves County.

**Section 2.** The Chair of the Commission is authorized to execute on behalf of Chaves County a Project Participation Agreement in substantially the form attached with Ascent Aviation Services, for the construction and development of an Aviation Maintenance Repair Overhaul (MRO) facility by Ascent Aviation Services.

**Section 3.** Repealer. All ordinances or parts of ordinances in conflict or inconsistent herewith be, and the same hereby are repealed to the extent only of such conflict or inconsistency, and as to all other ordinances, this ordinance is hereby made cumulative. This repealer shall not be construed to revive any ordinance or parts of any ordinance heretofore repealed.

**Section 4.** Severability. If any section, paragraph, clause or provision of this ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

**Section 5:** Effective date. This ordinance shall be effective December 18, 2021.

PASSED, ADOPTED, SIGNED and APPROVED the 18th day of November, 2021.



BOARD OF CHAVES COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "William E. Cavin".

William E. Cavin, Commission Chair

ATTEST:

A handwritten signature in black ink, appearing to read "Cindy Fuller".

Cindy Fuller, Chaves County Clerk

CHAVES COUNTY FINANCE  
ACCOUNTS PAYABLE  
P.O. Box 1597  
Roswell, NM 88202-1597  
Phone 575-624-6677 or 575-624-6620



**COMMISSIONERS**  
Dara Dana · District 1  
T Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Richard C. Taylor · District 4  
Michael Perry · District 5

**Finance Director**  
Anabel Barraza

**County Manager**  
Bill Williams

**Final Payment Register**

Date: 8/3/2023  
Packet# 02656

Date: 8/11/2023  
Packet# 02672

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8/3/2023  
Packet# 02659

Date: 8/11/2023  
Packet# 02697

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8/11/2023  
Packet# 02669

Date: 8/18/2023  
Packet# 02676

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8/11/2023  
Packet# 02671

Date: 8/25/23  
Packet# 02683

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

**BOARD OF CHAVES COUNTY COMMISSIONERS**

\_\_\_\_\_  
Jeff Bilberry, Chairman

**ATTEST:**

\_\_\_\_\_  
T. Calder Ezzell Jr, Vice-Chairman

\_\_\_\_\_  
Cindy Fuller  
County Clerk

\_\_\_\_\_  
Dara Dana, Member

\_\_\_\_\_  
Richard C. Taylor, Member

\_\_\_\_\_  
Michael Perry, Member



Commission Meeting 21-Sep-23

**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:**  
Approval of Checks

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**ITEM SUMMARY:**

A/P:	3-Aug-23	\$584,228.51
	3-Aug-23	\$24,886.87
	11-Aug-23	\$15,612.02
	11-Aug-23	\$272,040.44
	11-Aug-23	\$2,063.71
	11-Aug-23	\$1,253,463.29
	18-Aug-23	\$338,630.02
	25-Aug-23	\$314,849.29
PAYROLL:	6-Aug-23 REGULAR	\$294,133.64
	6-Aug-23 FINALS	\$7,400.34
	20-Aug-23 REGULAR	\$309,117.66
	20-Aug-23 INCENTIVE PAY	\$3,000.00
	20-Aug-23 FINALS	\$1,891.32

Grand Total Checks to be Approved: \$3,421,317.11

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**SUPPORT DOCUMENTS:**

Copies of Bills Lists

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**SUMMARY BY:** Stephanie Carrillo

**TITLE:** A/P Officer

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# Expense Approval Register

Packet: APPKT02656 - CHECK RUN 8/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ASPEN OF NEW MEXICO</b>					
ASPEN OF NEW MEXICO	FY24-1ASPEN	08/01/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	416.66
<b>Vendor ASPEN OF NEW MEXICO Total:</b>					<b>416.66</b>
<b>Vendor: BDR PREFERRED HOLDINGS, LLC</b>					
BDR PREFERRED HOLDINGS,	X80204983001	08/01/2023	ACCT# 24324	402-6-653-221-000	5,575.54
<b>Vendor BDR PREFERRED HOLDINGS, LLC Total:</b>					<b>5,575.54</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	35712	08/01/2023	ACCT# 11020	452-8-832-223-000	1,658.50
BELL GAS INC.	35730	08/01/2023	ACCT# 10693	402-6-653-223-000	24,353.24
BELL GAS INC.	35777	08/01/2023	ACCT# 11020	452-8-832-223-000	4,677.54
<b>Vendor BELL GAS INC. Total:</b>					<b>30,689.28</b>
<b>Vendor: BERNALILLO COUNTY</b>					
BERNALILLO COUNTY	76295	08/01/2023	JUVIE HOUSING/ 144000006	401-6-645-268-000	12,600.00
<b>Vendor BERNALILLO COUNTY Total:</b>					<b>12,600.00</b>
<b>Vendor: BRIGHTLY SOFTWARE, INC.</b>					
BRIGHTLY SOFTWARE, INC.	INV-207733	08/01/2023	ID# 1242082/ FY 23-24	670-6-671-267-000	3,474.19
<b>Vendor BRIGHTLY SOFTWARE, INC. Total:</b>					<b>3,474.19</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 12209501	401-6-691-243-000	435.69
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 12001802	401-6-691-243-000	39.29
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 23133100	410-8-816-341-000	160.29
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 6695501	414-8-819-341-000	149.86
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 24186400	437-6-659-341-000	46.78
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 22987100	437-6-659-341-000	43.01
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 24208300	437-6-659-341-000	93.26
CENTRAL VALLEY ELECTRIC C	CC024929	08/01/2023	ACCT# 12412501	437-6-659-341-000	39.58
CENTRAL VALLEY ELECTRIC C	CC024930	08/01/2023	ACCT# 23898800	410-8-816-341-000	17.54
CENTRAL VALLEY ELECTRIC C	CC024930	08/01/2023	ACCT# 10114001	410-8-816-341-000	340.95
CENTRAL VALLEY ELECTRIC C	CC024931	08/01/2023	ACCT# 12413101	411-8-814-341-000	9.53
CENTRAL VALLEY ELECTRIC C	CC024931	08/01/2023	ACCT# 12413301	411-8-814-341-000	8.77
CENTRAL VALLEY ELECTRIC C	CC024931	08/01/2023	ACCT# 12026501	411-8-814-341-000	53.52
CENTRAL VALLEY ELECTRIC C	CC024931	08/01/2023	ACCT# 12413201	411-8-814-341-000	51.80
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,522.37</b>
<b>Vendor: CITY OF DEXTER</b>					
CITY OF DEXTER	CC024905	08/01/2023	ACCT# 1085	401-6-693-341-000	99.23
<b>Vendor CITY OF DEXTER Total:</b>					<b>99.23</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC024913	08/01/2023	PECOS VALLEY REGIONAL CO	635-6-671-409-000	161,750.31
<b>Vendor CITY OF ROSWELL Total:</b>					<b>161,750.31</b>
<b>Vendor: DEERE CREDIT, INC</b>					
DEERE CREDIT, INC	2803295	08/01/2023	ACCT# 030-0069875-000	402-6-653-251-000	3,541.45
DEERE CREDIT, INC	2803296	08/01/2023	ACCT# 030-0069878-000	402-6-653-251-000	3,541.45
<b>Vendor DEERE CREDIT, INC Total:</b>					<b>7,082.90</b>
<b>Vendor: DEXTER CONSOLIDATED SCHOOLS</b>					
DEXTER CONSOLIDATED SCH	FY24-1DEX-TNT	08/01/2023	DWI DISTRIBUTION FY 23-24	432-7-761-267-000	1,000.00
<b>Vendor DEXTER CONSOLIDATED SCHOOLS Total:</b>					<b>1,000.00</b>
<b>Vendor: DIANE F. TAYLOR</b>					
DIANE F. TAYLOR	FY24-1DT	08/01/2023	DWI DISTRIBUTION FY 23-24	432-7-761-267-000	4,524.33
<b>Vendor DIANE F. TAYLOR Total:</b>					<b>4,524.33</b>

## Expense Approval Register

Packet: APPKT02656 - CHECK RUN 8/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: DONA ANA COUNTY</b>					
DONA ANA COUNTY	S0093424	08/01/2023	JUVIE HOUSING FOR CCDC	401-6-645-268-000	18,800.00
			<b>Vendor DONA ANA COUNTY Total:</b>		<b>18,800.00</b>
<b>Vendor: HERITAGE MEMORIAL ALLIANCE</b>					
HERITAGE MEMORIAL ALLIA	11270	08/01/2023	PERMIT # 6141	427-6-639-296-000	1,000.00
			<b>Vendor HERITAGE MEMORIAL ALLIANCE Total:</b>		<b>1,000.00</b>
<b>Vendor: INDIGENT HEALTHCARE SOLUTIONS</b>					
INDIGENT HEALTHCARE SOL	76287	08/01/2023	IHC SOFTWARE/ FY 23-24	427-6-638-260-000	1,365.00
			<b>Vendor INDIGENT HEALTHCARE SOLUTIONS Total:</b>		<b>1,365.00</b>
<b>Vendor: ITS QUEST, INC</b>					
ITS QUEST, INC	901209	08/01/2023	TEMPS/CARRILLO/SATTERFIE	402-6-653-104-000	1,569.86
			<b>Vendor ITS QUEST, INC Total:</b>		<b>1,569.86</b>
<b>Vendor: JOHNSON SEPTIC TANK CO.</b>					
JOHNSON SEPTIC TANK CO.	9362	08/01/2023	CLEANED 1000 GAL SEPTIC T	452-8-832-267-000	300.00
			<b>Vendor JOHNSON SEPTIC TANK CO. Total:</b>		<b>300.00</b>
<b>Vendor: KS STATE BANK</b>					
KS STATE BANK	41	08/01/2023	ACCT# 3380675	635-6-682-375-000	13,634.11
			<b>Vendor KS STATE BANK Total:</b>		<b>13,634.11</b>
<b>Vendor: LAS CRUCES MEDICAL CENTER, LLC</b>					
LAS CRUCES MEDICAL CENTE	CC024906	08/01/2023	ACCT# 787400901	427-6-639-270-000	6,242.13
			<b>Vendor LAS CRUCES MEDICAL CENTER, LLC Total:</b>		<b>6,242.13</b>
<b>Vendor: MCLL INC</b>					
MCLL INC	FC23387	08/01/2023	VIN# 1GCGTBEC8P1197928	628-7-733-372-000	34,885.00
			<b>Vendor MCLL INC Total:</b>		<b>34,885.00</b>
<b>Vendor: MIRANDA PEST CONTROL</b>					
MIRANDA PEST CONTROL	CC024924	08/02/2023	PEST CONTROL SERVICES	452-8-832-267-000	43.13
			<b>Vendor MIRANDA PEST CONTROL Total:</b>		<b>43.13</b>
<b>Vendor: MUNICIPAL EMERGENCY SERVICES</b>					
MUNICIPAL EMERGENCY SE	IN1907528	08/01/2023	SERVICED SCBA/ SIERRA VFD	412-8-815-249-000	5,172.82
			<b>Vendor MUNICIPAL EMERGENCY SERVICES Total:</b>		<b>5,172.82</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC024907	08/01/2023	ACCT# 075706312-0781188-	412-8-815-341-000	37.66
NEW MEXICO GAS COMPAN	CC024908	08/01/2023	ACCT# 076281612-0786941-	401-6-693-341-000	28.51
NEW MEXICO GAS COMPAN	CC024909	08/01/2023	ACCT# 075706312-1236482-	414-8-819-341-000	27.95
NEW MEXICO GAS COMPAN	CC024927	08/01/2023	ACCT# 115435453-1390459-	452-8-832-341-000	30.26
NEW MEXICO GAS COMPAN	CC024928	08/01/2023	ACCT# 076846512-1202378-	411-8-814-341-000	28.47
			<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>		<b>152.85</b>
<b>Vendor: NM SECRETARY OF STATE</b>					
NM SECRETARY OF STATE	CC024910	08/01/2023	BOND # 100152435	401-7-731-260-000	30.00
			<b>Vendor NM SECRETARY OF STATE Total:</b>		<b>30.00</b>
<b>Vendor: PATRICIA JOHNSON</b>					
PATRICIA JOHNSON	FY24-15C	08/02/2023	DWI TREATMENT PROVIDER/	432-7-762-267-000	4,166.66
			<b>Vendor PATRICIA JOHNSON Total:</b>		<b>4,166.66</b>
<b>Vendor: PORTIONPAC CHEMICAL CORP</b>					
PORTIONPAC CHEMICAL COR	IN244637	08/01/2023	SUPPLIES/ GERMIDICE DISIN	631-8-883-230-000	3,436.39
			<b>Vendor PORTIONPAC CHEMICAL CORP Total:</b>		<b>3,436.39</b>
<b>Vendor: QUADIENT FINANCE USA, INC</b>					
QUADIENT FINANCE USA, IN	CC024914	08/01/2023	ACCT# 7900044080967452	401-6-619-339-000	2,500.00
			<b>Vendor QUADIENT FINANCE USA, INC Total:</b>		<b>2,500.00</b>
<b>Vendor: RHOADS CO</b>					
RHOADS CO	12426-1	08/01/2023	REPAIR A/C UNIT 18 CCDC	401-6-696-257-000	225.17
			<b>Vendor RHOADS CO Total:</b>		<b>225.17</b>
<b>Vendor: ROBERT K WEIDNER</b>					
ROBERT K WEIDNER	CC024923	08/01/2023	ANNUAL DUES FOR RPLCC	401-6-611-260-000	25,000.00
			<b>Vendor ROBERT K WEIDNER Total:</b>		<b>25,000.00</b>



## Expense Approval Register

Packet: APPKT02656 - CHECK RUN 8/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	1223819	08/01/2023	ANNUAL ALLOCATION FY 23-	401-6-672-426-000	4,791.67
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>4,791.67</b>
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC024912	08/01/2023	ACCT# 1673911V1610	427-6-639-270-000	12.27
<b>Vendor ROSWELL CLINIC CORP Total:</b>					<b>12.27</b>
<b>Vendor: SECURITY ADVISOR, LLC</b>					
SECURITY ADVISOR, LLC	602	08/01/2023	AGREEMENT N-23-013	650-6-684-260-000	7,900.66
<b>Vendor SECURITY ADVISOR, LLC Total:</b>					<b>7,900.66</b>
<b>Vendor: SOUTHEASTERN NM ECONOMIC DEVELOPMENT</b>					
SOUTHEASTERN NM ECONO	CC024926	08/01/2023	CONTRIBUTION/FY23-24	401-6-611-253-000	8,000.00
<b>Vendor SOUTHEASTERN NM ECONOMIC DEVELOPMENT Total:</b>					<b>8,000.00</b>
<b>Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC</b>					
STANTON L RIGGS ATTORNEY	2023-012	08/01/2023	LEGAL SERVICES	401-6-611-260-000	8,520.54
<b>Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:</b>					<b>8,520.54</b>
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	91133	08/01/2023	SUPPLIES	631-8-883-230-000	1,047.08
STARR JANITORIAL INC.	91134	08/01/2023	SUPPLIES	650-6-684-230-000	4,293.53
<b>Vendor STARR JANITORIAL INC. Total:</b>					<b>5,340.61</b>
<b>Vendor: TOWN OF HAGERMAN</b>					
TOWN OF HAGERMAN	CC024911	08/01/2023	ACCT# 670	401-7-751-341-000	82.88
<b>Vendor TOWN OF HAGERMAN Total:</b>					<b>82.88</b>
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	34477155	08/01/2023	ACCT# 016-1560570-000	452-8-832-251-000	306.28
VISUAL EDGE IT, INC	34534386	08/01/2023	ACCT# 017-1663046-000	401-7-731-375-000	377.42
<b>Vendor VISUAL EDGE IT, INC Total:</b>					<b>683.70</b>
<b>Vendor: WAGNER EQUIPMENT CO.</b>					
WAGNER EQUIPMENT CO.	S13W0808223	08/01/2023	SERVICE/CUST#15782	452-8-832-221-000	27,345.18
<b>Vendor WAGNER EQUIPMENT CO. Total:</b>					<b>27,345.18</b>
<b>Vendor: WASTE CONNECTIONS OF N.M.</b>					
WASTE CONNECTIONS OF N.	3719812V830	08/01/2023	ACCT# 5830-688853	452-8-832-267-000	177.30
<b>Vendor WASTE CONNECTIONS OF N.M. Total:</b>					<b>177.30</b>
<b>Vendor: WELLPATH LLC</b>					
WELLPATH LLC	INV0108486	08/01/2023	INMATE MEDICAL CARE/ FY	427-6-639-268-000	165,248.42
WELLPATH LLC	INV0108590	08/01/2023	INMATE PHARMACY CARE/F	427-6-639-268-000	8,867.35
<b>Vendor WELLPATH LLC Total:</b>					<b>174,115.77</b>
<b>Grand Total:</b>					<b>584,228.51</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	81,562.90
402 - ROAD FUND	38,581.54
410 - MIDWAY VOLUNTEER FIRE FND	518.78
411 - BERRENDO VOLUNTEER FIRE	152.09
412 - SIERRA VOLUNTEER FIRE FND	5,210.48
414 - CC FIRE DIST #8 VOL FIRE	177.81
427 - INDIGENT HOSPITAL CLAIMS	182,735.17
432 - DWI GRANT FUNDS	10,107.65
437 - ENVIRONMENTAL TAX	222.63
452 - FLOOD CONTROL	34,538.19
628 - PROPERTY VALUATION	34,885.00
631 - OTHER GRANTS & CONTRACTS	4,483.47
635 - EMERGENCY/CAPITAL OUTLAY	175,384.42
650 - DETENTION CONSTRUCTION PJ	12,194.19
670 - INTERNAL SERVICES	3,474.19
<b>Grand Total:</b>	<b>584,228.51</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-6-611-253-000	DUES & OTHER FEES	8,000.00
401-6-611-260-000	PROFESSIONAL SERVICE	33,520.54
401-6-619-339-000	POSTAGE/FREIGHT	2,500.00
401-6-645-268-000	CARE OF PRISONER SER	31,400.00
401-6-672-426-000	CHAMBER OF COMMER	4,791.67
401-6-691-243-000	HIGHWAY LIGHTS	507.48
401-6-693-341-000	UTILITIES	127.74
401-6-696-257-000	FACILITY MAINT/REPAIR	225.17
401-7-731-260-000	PROFESSIONAL SERVICE	30.00
401-7-731-375-000	LEASE PURCHASE	377.42
401-7-751-341-000	UTILITIES	82.88
402-6-653-104-000	TEMPORARY SALARIES	1,569.86
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	5,575.54
402-6-653-223-000	VEHICLE FUELS	24,353.24
402-6-653-251-000	RENTALS	7,082.90
410-8-816-341-000	UTILITIES	518.78
411-8-814-341-000	UTILITIES	152.09
412-8-815-249-000	EQUIPMENT MAINT/AG	5,172.82
412-8-815-341-000	UTILITIES	37.66
414-8-819-341-000	UTILITIES	177.81
427-6-638-260-000	PROFESSIONAL SERVICE	1,365.00
427-6-639-268-000	CARE OF PRISONER SER	174,115.77
427-6-639-270-000	PAYMENT OF HOSPITAL	6,254.40
427-6-639-296-000	INDIGENT BURIAL	1,000.00
432-7-761-267-000	CONTRACTUAL SERVICES	5,940.99
432-7-762-267-000	CONTRACTUAL SERVICES	4,166.66
437-6-659-341-000	UTILITIES	222.63
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	27,345.18
452-8-832-223-000	VEHICLE FUELS	6,336.04
452-8-832-251-000	RENTALS	306.28
452-8-832-267-000	CONTRACTUAL SERVICES	520.43
452-8-832-341-000	UTILITIES	30.26
628-7-733-372-000	VEHICLES	34,885.00
631-8-883-230-000	SUPPLIES	4,483.47
635-6-671-409-000	CITY OF ROSWELL SPECI	161,750.31
635-6-682-375-000	LEASE PURCHASES	13,634.11
650-6-684-230-000	SUPPLIES/TOOLS	4,293.53
650-6-684-260-000	PROFESSIONAL SERVICE	7,900.66

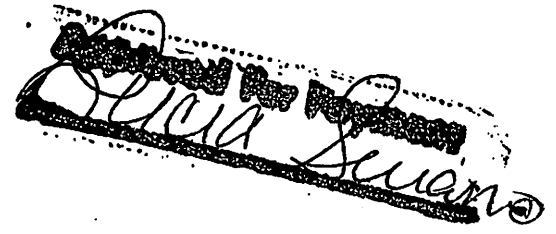


**Account Summary**

Account Number	Account Name	Expense Amount
670-6-671-267-000	CONTRACTUAL SERVICES	3,474.19
	<b>Grand Total:</b>	<b>584,228.51</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	584,228.51	
	<b>Grand Total:</b>	<b>584,228.51</b>



A handwritten signature in black ink, reading "Alicia Suarez", is written over a rectangular stamp area. The signature is slanted upwards to the right. The stamp area has a dotted border and some illegible text underneath the signature.



Chaves County, NM

# Expense Approval Register

Packet: APPKT02659 - CHECK RUN 2 8/3/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: CHAVES SOIL &amp; WATER CONSERVATION</b>					
CHAVES SOIL & WATER CONS	CC024936	08/01/2023	ANNUAL ALLOCATION FY 23-	401-6-672-449-000	2,000.00
CHAVES SOIL & WATER CONS	CC024937	08/02/2023	ANNUAL ALLOCATION FY 23-	401-6-672-449-000	10,000.00
<b>Vendor CHAVES SOIL &amp; WATER CONSERVATION Total:</b>					<b>12,000.00</b>
<b>Vendor: CUMBERLAND CO-OPERATIVE WATER</b>					
CUMBERLAND CO-OPERATIV	CC024931	08/01/2023	ACCT# G215	401-6-691-341-000	39.31
CUMBERLAND CO-OPERATIV	CC024932	08/01/2023	ACCT# G105	410-8-816-341-000	21.43
CUMBERLAND CO-OPERATIV	CC024933	08/01/2023	ACCT# B1085	408-8-812-341-000	32.48
<b>Vendor CUMBERLAND CO-OPERATIVE WATER Total:</b>					<b>93.22</b>
<b>Vendor: NM ASSOC. OF ASSESSING OFFICERS</b>					
NM ASSOC. OF ASSESSING O	CC024934	08/01/2023	DUES FY 23-24	401-7-731-253-000	100.00
<b>Vendor NM ASSOC. OF ASSESSING OFFICERS Total:</b>					<b>100.00</b>
<b>Vendor: RONALD W. LETHGO</b>					
RONALD W. LETHGO	CC024935	08/01/2023	2023 CERT ASSITANCE	401-7-731-260-000	193.65
<b>Vendor RONALD W. LETHGO Total:</b>					<b>193.65</b>
<b>Vendor: ROSWELL CHAVES COUNTY EDC</b>					
ROSWELL CHAVES COUNTY E	CC024-0002	08/01/2023	ANNUAL ALLOCATION FY 23-	605-6-672-428-000	12,500.00
<b>Vendor ROSWELL CHAVES COUNTY EDC Total:</b>					<b>12,500.00</b>
<b>Grand Total:</b>					<b>24,886.87</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	12,332.96
408 - EAST GRAND PLAINS VOLFIRE	32.48
410 - MIDWAY VOLUNTEER FIRE FND	21.43
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
<b>Grand Total:</b>	<b>24,886.87</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-672-449-000	CHAVES S&WCD NOXIO	12,000.00
401-6-691-341-000	UTILITIES	39.31
401-7-731-253-000	DUES & OTHER FEES	100.00
401-7-731-260-000	PROFESSIONAL SERVICE	193.65
408-8-812-341-000	UTILITIES	32.48
410-8-816-341-000	UTILITIES	21.43
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
<b>Grand Total:</b>	<b>Grand Total:</b>	<b>24,886.87</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	24,886.87
<b>Grand Total:</b>	<b>24,886.87</b>



Chaves County, NM

# Expense Approval Register

cket: APPKT02669 - CHECK RUN (ARPA) 8/11/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ASA ARCHITECTS ASA ARCHITECTS	4695	08/01/2023	PUBLIC HEALTH OFFICE	651-6-682-381-000	15,612.02
				<b>Vendor ASA ARCHITECTS Total:</b>	<u>15,612.02</u>
				<b>Grand Total:</b>	<u><u>15,612.02</u></u>

**Fund Summary**

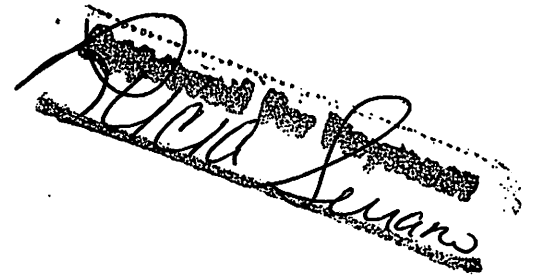
Fund	Expense Amount
651 - ADMIN CENTER CONSTRUCTION	15,612.02
<b>Grand Total:</b>	<b>15,612.02</b>

**Account Summary**

Account Number	Account Name	Expense Amount
651-6-682-381-000	CONSTRUCTION PROJEC	15,612.02
	<b>Grand Total:</b>	<b>15,612.02</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	15,612.02
<b>Grand Total:</b>	<b>15,612.02</b>



A handwritten signature in black ink, appearing to read "Alicia Stevens", is written over a rectangular stamp area. The signature is slanted and written in a cursive style.



# Expense Approval Register

Packet: APPKT02671 - CHECK RUN 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b>					
AMERICAN STEWARDS OF LI	1274	08/10/2023	PROGRAM SERVICES	401-6-619-260-000	1,500.00
<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>					<b>1,500.00</b>
<b>Vendor: BELL GAS INC</b>					
BELL GAS INC	316773	08/08/2023	CUSTOMER# 460785	452-8-832-230-000	64.90
<b>Vendor BELL GAS INC Total:</b>					<b>64.90</b>
<b>Vendor: BERRENDO CO-OP WATER USERS</b>					
BERRENDO CO-OP WATER U	CC024939	08/01/2023	ACCT# J1720000	402-6-651-341-000	68.07
<b>Vendor BERRENDO CO-OP WATER USERS Total:</b>					<b>68.07</b>
<b>Vendor: BRUCKNER TRUCK SALES</b>					
BRUCKNER TRUCK SALES	XA10703506501	08/01/2023	PARTS/ ACCT# 179270	402-6-653-221-000	151.80
<b>Vendor BRUCKNER TRUCK SALES Total:</b>					<b>151.80</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0010794	08/10/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CENTRAL NM CORRECTIONAL FACILITY</b>					
CENTRAL NM CORRECTIONA	1C-23CCDC	08/07/2023	INMATE HOUSING/ PEREZ	650-6-684-268-000	3,361.60
CENTRAL NM CORRECTIONA	1D-23CCDC	08/03/2023	INMATE HOUSING GONZALE	650-6-684-268-000	5,210.48
<b>Vendor CENTRAL NM CORRECTIONAL FACILITY Total:</b>					<b>8,572.08</b>
<b>Vendor: CHAVES SOIL &amp; WATER CONSERVATION</b>					
CHAVES SOIL & WATER CONS	CC024950	08/02/2023	Noxious Weed Coordinator	452-8-832-253-000	5,000.00
<b>Vendor CHAVES SOIL &amp; WATER CONSERVATION Total:</b>					<b>5,000.00</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC024949	08/01/2023	ACCT # 52228	452-8-832-341-000	58.18
CITY OF ROSWELL	CC024956	08/01/2023	ACCT# 52234	402-6-653-291-000	935.53
CITY OF ROSWELL	CC024957	08/01/2023	ACCT# 52230	402-6-653-291-000	102.25
<b>Vendor CITY OF ROSWELL Total:</b>					<b>1,095.96</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC024955	08/01/2023	ACCT# 44	437-6-659-242-000	13,586.38
<b>Vendor CITY OF ROSWELL Total:</b>					<b>13,586.38</b>
<b>Vendor: CSI AVIATION INC.</b>					
CSI AVIATION INC.	CC024940	08/03/2023	ACCT# 759135-01-01	427-6-639-270-000	524.55
<b>Vendor CSI AVIATION INC. Total:</b>					<b>524.55</b>
<b>Vendor: EMERGENCY SERVICES OF TEXAS, PA</b>					
EMERGENCY SERVICES OF TE	CC024947	08/08/2023	ACCT# 340694661/145	427-6-639-270-000	115.82
<b>Vendor EMERGENCY SERVICES OF TEXAS, PA Total:</b>					<b>115.82</b>
<b>Vendor: ESO SOLUTIONS INC</b>					
ESO SOLUTIONS INC	ESO-117529	08/04/2023	REPORTING SYSTEM/FIRE SE	401-6-616-249-000	7,446.90
<b>Vendor ESO SOLUTIONS INC Total:</b>					<b>7,446.90</b>
<b>Vendor: GSD-ADMIN SERVICES DIVISION</b>					
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	401-2-200-021-000	1,284.66
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	402-2-200-021-000	278.18
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	427-2-200-021-000	22.66
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	432-2-200-021-000	42.96
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	435-2-200-021-000	26.30
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	437-2-200-021-000	22.62
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	452-2-200-021-000	106.53
GSD-ADMIN SERVICES DIVISI	CC024942	08/05/2023	VISION PEMIUMS	628-2-200-021-000	50.63
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	401-2-200-007-000	120,938.36
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	402-2-200-007-000	31,531.44

Expense Approval Register

Packet: APPKT02671 - CHECK RUN 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	427-2-200-007-000	2,106.44
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	432-2-200-007-000	3,509.61
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	435-2-200-007-000	2,552.14
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	437-2-200-007-000	2,600.87
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	452-2-200-007-000	10,112.08
GSD-ADMIN SERVICES DIVISI	CC024943	08/05/2023	MED PRESBYT& BCBS	628-2-200-007-000	2,793.91
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	401-2-200-005-000	1,019.94
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	402-2-200-005-000	285.36
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	435-2-200-005-000	4.11
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	437-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	452-2-200-005-000	101.25
GSD-ADMIN SERVICES DIVISI	CC024944	08/05/2023	DISABILITY & ADMIN	628-2-200-005-000	61.64
GSD-ADMIN SERVICES DIVISI	CC024945	08/05/2023	DELTA DENTAL PREMIUMS	401-2-200-201-000	1,218.42
GSD-ADMIN SERVICES DIVISI	CC024945	08/05/2023	DELTA DENTAL PREMIUMS	402-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC024945	08/05/2023	DELTA DENTAL PREMIUMS	427-2-200-201-000	96.94
GSD-ADMIN SERVICES DIVISI	CC024945	08/05/2023	DELTA DENTAL PREMIUMS	437-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC024945	08/05/2023	DELTA DENTAL PREMIUMS	628-2-200-201-000	161.55
<b>Vendor GSD-ADMIN SERVICES DIVISION Total:</b>					<b>181,136.57</b>

Vendor: HAGERMAN MUNICIPAL SCHOOLS  
HAGERMAN MUNICIPAL SCH FY24-1HAG-TNT

08/09/2023

DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
<b>Vendor HAGERMAN MUNICIPAL SCHOOLS Total:</b>		<b>1,000.00</b>

Vendor: HOLLYFRONTIER CORP  
HOLLYFRONTIER CORP 203338911

08/04/2023

ACCT# 1100353	402-6-653-290-000	9,163.28
<b>Vendor HOLLYFRONTIER CORP Total:</b>		<b>9,163.28</b>

Vendor: ITS QUEST, INC  
ITS QUEST, INC 901219

08/02/2023

TEMPS/CARRILLO/SATTERFIE	402-6-653-104-000	1,177.39
<b>Vendor ITS QUEST, INC Total:</b>		<b>1,177.39</b>

Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507

IUPA, CHAVES COUNTY SHER	INV0010803	08/10/2023	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010804	08/10/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010805	08/10/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010806	08/10/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010807	08/10/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010808	08/10/2023	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010809	08/10/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010810	08/10/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010811	08/10/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010812	08/10/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010813	08/10/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010814	08/10/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010815	08/10/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010816	08/10/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010817	08/10/2023	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010818	08/10/2023	Justin Thompson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010819	08/10/2023	Joel Smoyer Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010820	08/10/2023	John White Union Dues	401-2-200-010-000	25.00
<b>Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:</b>					<b>450.00</b>

Vendor: KANSAS STATE BANK OF MANHATTAN

KANSAS STATE BANK OF MA	23-7	08/07/2023
KANSAS STATE BANK OF MA	35-6	08/07/2023
KANSAS STATE BANK OF MA	41-5	08/07/2023

ACCT# 3359234	402-6-653-251-000	2,670.85
ACCT# 3357431	402-6-653-251-000	1,647.40
ACCT# 3356805	402-6-653-251-000	1,584.93
<b>Vendor KANSAS STATE BANK OF MANHATTAN Total:</b>		<b>5,903.18</b>

Vendor: KYLEA AMERICE WILLIAMS

KYLEA AMERICE WILLIAMS	CC024948	08/09/2023
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YOUTH MEMBER/CSB JULY 1	401-6-619-260-000	25.00
<b>Vendor KYLEA AMERICE WILLIAMS Total:</b>		<b>25.00</b>

## Expense Approval Register

Packet: APPKT02671 - CHECK RUN 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS</b>					
LAKE ARTHUR MUNICIPAL SC	FY24-1LA-TNT	08/09/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	1,000.00
<b>Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:</b>					<b>1,000.00</b>
<b>Vendor: NATIONAL SHERIFF'S ASSOCIATION</b>					
NATIONAL SHERIFF'S ASSOCI	CC024954	08/01/2023	HERRINGTON/ID:312424	401-7-751-253-000	142.00
<b>Vendor NATIONAL SHERIFF'S ASSOCIATION Total:</b>					<b>142.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC024958	08/01/2023	ACCT# 076424512-0788370-	401-6-645-341-000	10.65
NEW MEXICO GAS COMPAN	CC024958	08/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	54.41
NEW MEXICO GAS COMPAN	CC024958	08/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	4.80
NEW MEXICO GAS COMPAN	CC024959	08/07/2023	ACCT# 076846512-0792590-	411-8-814-341-000	41.86
NEW MEXICO GAS COMPAN	CC024960	08/07/2023	ACCT# 077937001-0803495-	411-8-814-341-000	31.24
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>142.96</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0010783	08/07/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	39.60
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,071.47
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,704.55
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.41
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0010801	08/10/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	559.44
NM RETIREE HEALTH CARE A	INV0010802	08/10/2023	NM Retiree HealthCare Law	401-2-200-020-000	3,145.08
NM RETIREE HEALTH CARE A	INV0010834	08/08/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	9.77
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>12,015.48</b>
<b>Vendor: NM WATERSHED &amp; DAM OWNERS COALITION</b>					
NM WATERSHED & DAM OW	CC024951	08/07/2023	LARGE FLOOD CONTROL AUT	452-8-832-253-000	5,000.00
<b>Vendor NM WATERSHED &amp; DAM OWNERS COALITION Total:</b>					<b>5,000.00</b>
<b>Vendor: NMAC - HR AFFILIATE</b>					
NMAC - HR AFFILIATE	CC024952	08/01/2023	MEMBER DUES/FY 23-24	401-6-613-253-000	75.00
NMAC - HR AFFILIATE	CC024953	08/01/2023	MEMBER DUES/ FY 23-24	401-6-613-253-000	75.00
<b>Vendor NMAC - HR AFFILIATE Total:</b>					<b>150.00</b>
<b>Vendor: PLUTO ACQUISITION OpCo, LLC</b>					
PLUTO ACQUISITION OpCo, L	202307012802	08/01/2023	HR EMPLOYEE BACKGROUN	401-6-613-260-000	37.26
<b>Vendor PLUTO ACQUISITION OpCo, LLC Total:</b>					<b>37.26</b>
<b>Vendor: PROFESSIONAL CREMATORY SERVICES, LLC</b>					
PROFESSIONAL CREMATORY	CC024951	08/10/2023	PERMIT# 23-063	427-6-639-296-000	1,000.00
<b>Vendor PROFESSIONAL CREMATORY SERVICES, LLC Total:</b>					<b>1,000.00</b>
<b>Vendor: ROSWELL HOSPITAL CORPORATION</b>					
ROSWELL HOSPITAL CORPOR	CC024938	08/07/2023	ACCT# V025007998	427-6-639-270-000	163.45
<b>Vendor ROSWELL HOSPITAL CORPORATION Total:</b>					<b>163.45</b>
<b>Vendor: SMITH ENGINEERING</b>					
SMITH ENGINEERING	56588	08/01/2023	SIEVE ANALYSIS/ ROAD	402-6-651-260-000	239.11
<b>Vendor SMITH ENGINEERING Total:</b>					<b>239.11</b>
<b>Vendor: SOUTHWEST MEDICAL ASSOCIATES, LLC</b>					
SOUTHWEST MEDICAL ASSO	CC024946	08/08/2023	ACCT# P1106726091	427-6-639-270-000	65.66
<b>Vendor SOUTHWEST MEDICAL ASSOCIATES, LLC Total:</b>					<b>65.66</b>
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	91223	08/03/2023	SUPPLIES	402-6-653-230-000	188.08
STARR JANITORIAL INC.	91281	08/08/2023	SUPPLIES	402-6-653-230-000	43.32
<b>Vendor STARR JANITORIAL INC. Total:</b>					<b>231.40</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0010790	08/10/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0010792	08/10/2023	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0010793	08/10/2023	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0010796	08/10/2023	000480470- SANCHEZ	401-2-200-018-000	160.46



Expense Approval Register

Packet: APPKT02671 - CHECK RUN 8/11/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE OF NEW MEXICO	INV0010797	08/10/2023	000207794- HUERTA	402-2-200-018-000	189.69
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>742.92</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0010791	08/10/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0010795	08/10/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>604.15</b>
<b>Vendor: THE ROSWELL REFUGE</b>					
THE ROSWELL REFUGE	FY24-1RR	08/04/2023	DWI DISTRIBUTION/ FY 23-2	432-7-761-267-000	2,000.00
<b>Vendor THE ROSWELL REFUGE Total:</b>					<b>2,000.00</b>
<b>Vendor: THE WRAPS STUDIO, LLC</b>					
THE WRAPS STUDIO, LLC	2286-A	08/03/2023	WRAP DECALS/SHERIFFS	401-7-752-230-000	1,360.67
<b>Vendor THE WRAPS STUDIO, LLC Total:</b>					<b>1,360.67</b>
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	34462667	08/01/2023	ACCT# 025-1777394-000	670-6-671-375-000	2,040.03
VISUAL EDGE IT, INC	34524671	08/01/2023	ACCT# 016-1539862-000	401-7-741-375-000	164.59
VISUAL EDGE IT, INC	34543261	08/01/2023	ACCT# 016-1539865-000	650-6-684-251-000	284.19
VISUAL EDGE IT, INC	34559702-1	08/01/2023	ACCT# 015-1458792-000	401-6-624-251-000	296.20
VISUAL EDGE IT, INC	34559702	08/01/2023	ACCT# 015-1458792-000	402-6-651-251-000	253.75
<b>Vendor VISUAL EDGE IT, INC Total:</b>					<b>3,038.76</b>
<b>Vendor: WATERWAY OF NEW MEXICO</b>					
WATERWAY OF NEW MEXICO	3277	08/01/2023	HOSE & LADDER TESTING	412-8-815-249-000	5,595.74
<b>Vendor WATERWAY OF NEW MEXICO Total:</b>					<b>5,595.74</b>
<b>Vendor: WEX BANK</b>					
WEX BANK	CC024961	08/01/2023	ACCT# 0496-00-237636-6	401-7-752-223-000	1,279.00
<b>Vendor WEX BANK Total:</b>					<b>1,279.00</b>
<b>Grand Total:</b>					<b>272,040.44</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	147,779.24
402 - ROAD FUND	52,279.59
411 - BERRENDO VOLUNTEER FIRE	73.10
412 - SIERRA VOLUNTEER FIRE FND	5,595.74
427 - INDIGENT HOSPITAL CLAIMS	4,233.52
432 - DWI GRANT FUNDS	7,757.60
435 - CORRECTION GRANTS	2,983.88
437 - ENVIRONMENTAL TAX	16,371.36
452 - FLOOD CONTROL	21,002.38
628 - PROPERTY VALUATION	3,067.73
650 - DETENTION CONSTRUCTION PJ	8,856.27
670 - INTERNAL SERVICES	2,040.03
<b>Grand Total:</b>	<b>272,040.44</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	1,019.94
401-2-200-007-000	MEDICAL INSURANCE PA	120,938.36
401-2-200-010-000	UNITED WAY PAYABLE	450.00
401-2-200-018-000	CHILD ENFORCEMENT P	1,130.46
401-2-200-020-000	RETIREE H/C PAYABLE	9,265.92
401-2-200-021-000	VISION CARE PAYABLE	1,284.66
401-2-200-201-000	Delta Dental	1,218.42
401-6-613-253-000	DUES & OTHER FEES	150.00
401-6-613-260-000	PROFESSIONAL SERVICE	37.26
401-6-616-249-000	EQUIP MAINT/AGREEME	7,446.90
401-6-619-260-000	PROFESSIONAL SERVICE	1,525.00
401-6-624-251-000	RENTALS	296.20
401-6-645-341-000	UTILITIES	10.65
401-6-692-341-000	UTILITIES	59.21
401-7-741-375-000	LEASE PURCHASES	164.59
401-7-751-253-000	DUES & OTHER FEES	142.00
401-7-752-223-000	VEHICLE FUELS	1,279.00
401-7-752-230-000	SUPPLIES/TOOLS	1,360.67
402-2-200-005-000	GROUP INSURANCE PAY	285.36
402-2-200-007-000	MEDICAL INSURANCE PA	31,531.44
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,704.55
402-2-200-021-000	VISION CARE PAYABLE	278.18
402-2-200-201-000	DELTA DENTAL	64.61
402-6-651-251-000	RENTALS	253.75
402-6-651-260-000	PROFESSIONAL SERVICE	239.11
402-6-651-341-000	UTILITIES	68.07
402-6-653-104-000	TEMPORARY SALARIES	1,177.39
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	151.80
402-6-653-230-000	SUPPLIES/TOOLS	231.40
402-6-653-251-000	RENTALS	5,903.18
402-6-653-290-000	PAVING PROJECTS-COOP	9,163.28
402-6-653-291-000	ROAD PROJECTS-OTHER	1,037.78
411-8-814-341-000	UTILITIES	73.10
412-8-815-249-000	EQUIPMENT MAINT/AG	5,595.74
427-2-200-005-000	GROUP INSURANCE PAY	22.50
427-2-200-007-000	MEDICAL INSURANCE PA	2,106.44
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-2-200-021-000	VISION CARE PAYABLE	22.66
427-2-200-201-000	VOUCHERS PAYABLE	96.94
427-6-639-270-000	PAYMENT OF HOSPITAL	869.48
427-6-639-296-000	INDIGENT BURIAL	1,000.00
432-2-200-005-000	GROUP INSURANCE PAY	33.75

**Account Summary**

Account Number	Account Name	Expense Amount
432-2-200-007-000	MEDICAL INS. PAYABLE	3,509.61
432-2-200-020-000	RETIREE H/C PAYABLE	171.28
432-2-200-021-000	VISION CARE PAYABLE	42.96
432-7-761-267-000	CONTRACTUAL SERVICES	4,000.00
435-2-200-005-000	GROUP INSURANCE PAY	4.11
435-2-200-007-000	MEDICAL INSURANCE PA	2,552.14
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-020-000	RETIREE H/C PAYABLE	124.41
435-2-200-021-000	VISION CARE PAYABLE	26.30
437-2-200-005-000	GROUP INSURANCE PAY	22.50
437-2-200-007-000	MEDICAL INSURANCE PA	2,600.87
437-2-200-020-000	RETIREE H/C PAYABLE	74.38
437-2-200-021-000	VISION CARE PAYABLE	22.62
437-2-200-201-000	DELTA DENTAL	64.61
437-6-659-242-000	LANDFILL EXPENSES	13,586.38
452-2-200-005-000	GROUP INSURANCE PAY	101.25
452-2-200-007-000	MEDICAL INSURANCE PA	10,112.08
452-2-200-020-000	RETIREE H/C PAYABLE	559.44
452-2-200-021-000	VISION CARE PAYABLE	106.53
452-8-832-230-000	SUPPLIES/TOOLS	64.90
452-8-832-253-000	DUES & OTHER FEES	10,000.00
452-8-832-341-000	UTILITIES	58.18
628-2-200-005-000	GROUP INSURANCE PAY	61.64
628-2-200-007-000	MEDICAL INSURANCE PA	2,793.91
628-2-200-021-000	VISION CARE PAYABLE	50.63
628-2-200-201-000	VOUCHERS PAYABLE	161.55
650-6-684-251-000	RENTALS	284.19
650-6-684-268-000	HOUSING OF PRISONERS	8,572.08
670-6-671-375-000	LEASE PURCHASE PAYME	2,040.03
	<b>Grand Total:</b>	<b>272,040.44</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	272,040.44
<b>Grand Total:</b>	<b>272,040.44</b>

*Stacia Swan*



Chaves County, NM

# Expense Approval Register

Packet: APPKT02672 - CHECK RUN 2 8/11/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: GSD-ADMIN SERVICES DIVISION</b>					
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	401-2-200-005-000	1,429.96
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	402-2-200-005-000	325.82
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	427-2-200-005-000	46.44
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	432-2-200-005-000	16.16
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	435-2-200-005-000	13.26
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	437-2-200-005-000	8.84
GSD-ADMIN SERVICES DIVISI	CC024941	08/05/2023	LIFE & LOD PREMIUMS	452-2-200-005-000	223.23
<b>Vendor GSD-ADMIN SERVICES DIVISION Total:</b>					<b>2,063.71</b>
<b>Grand Total:</b>					<b>2,063.71</b>

**Fund Summary**

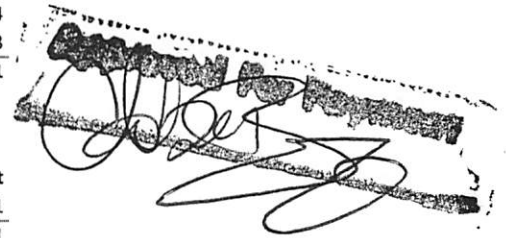
Fund	Expense Amount
401 - GENERAL FUND	1,429.96
402 - ROAD FUND	325.82
427 - INDIGENT HOSPITAL CLAIMS	46.44
432 - DWI GRANT FUNDS	16.16
435 - CORRECTION GRANTS	13.26
437 - ENVIRONMENTAL TAX	8.84
452 - FLOOD CONTROL	223.23
<b>Grand Total:</b>	<b>2,063.71</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	1,429.96
402-2-200-005-000	GROUP INSURANCE PAY	325.82
427-2-200-005-000	GROUP INSURANCE PAY	46.44
432-2-200-005-000	GROUP INSURANCE PAY	16.16
435-2-200-005-000	GROUP INSURANCE PAY	13.26
437-2-200-005-000	GROUP INSURANCE PAY	8.84
452-2-200-005-000	GROUP INSURANCE PAY	223.23
<b>Grand Total:</b>		<b>2,063.71</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	2,063.71
<b>Grand Total:</b>	<b>2,063.71</b>

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains some illegible text and a grid pattern. The signature appears to be 'J. Doe'.



Chaves County, NM

# Expense Approval Register

Account: APPKT02697 - FIDELITY ACH PMT 9/12/23

*(for 8/11/23) su*

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: FIDELITY NATIONAL TITLE OF NEW MEXICO, INC					
FIDELITY NATIONAL TITLE OF	CC025043	08/11/2023	1610 SE MAIN ST	635-6-682-376-000	1,253,463.29
Vendor FIDELITY NATIONAL TITLE OF NEW MEXICO, INC Total:					<u>1,253,463.29</u>
Grand Total:					<u><u>1,253,463.29</u></u>

**Fund Summary**

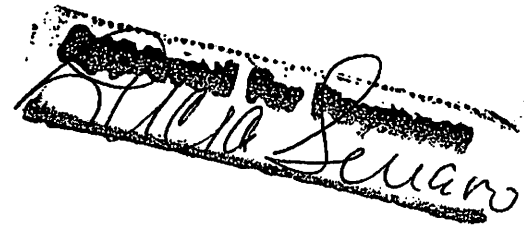
Fund	Expense Amount
635 - EMERGENCY/CAPITAL OUTLAY	<u>1,253,463.29</u>
<b>Grand Total:</b>	<b>1,253,463.29</b>

**Account Summary**

Account Number	Account Name	Expense Amount
635-6-682-376-000	LAND/BUILDINGS	<u>1,253,463.29</u>
	<b>Grand Total:</b>	<b>1,253,463.29</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	<u>1,253,463.29</u>
	<b>Grand Total:</b> <b>1,253,463.29</b>

A handwritten signature, possibly "Patricia Senaro", is written over a rectangular stamp. The stamp contains some illegible text and a circular emblem.



# Expense Approval Register

Packet: APPKT02676 - CHECK RUN 8/18/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: BEACON SOFTWARE SOLUTIONS INC</b>					
BEACON SOFTWARE SOLUTI	791	08/06/2023	SEMI ANNUAL MAINT/ FY 23	650-6-684-267-000	21,000.00
BEACON SOFTWARE SOLUTI	811	08/10/2023	SOFTWARE/ EQUIP/SET UP/T	401-6-642-231-000	9,810.10
<b>Vendor BEACON SOFTWARE SOLUTIONS INC Total:</b>					<b>30,810.10</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	35974	08/09/2023	ACCT# 11020	452-8-832-223-000	3,590.91
<b>Vendor BELL GAS INC. Total:</b>					<b>3,590.91</b>
<b>Vendor: BREWER OIL CO</b>					
BREWER OIL CO	13844144	08/09/2023	ACCT# 12290075	402-6-653-230-000	480.60
<b>Vendor BREWER OIL CO Total:</b>					<b>480.60</b>
<b>Vendor: CATERPILLAR FINANCIAL SERVICES</b>					
CATERPILLAR FINANCIAL SER	34217054	08/02/2023	CUST# 2476550	452-8-832-375-000	9,419.95
<b>Vendor CATERPILLAR FINANCIAL SERVICES Total:</b>					<b>9,419.95</b>
<b>Vendor: CHARLOTTE ANDRADE</b>					
CHARLOTTE ANDRADE	CC024974	08/17/2023	TYLER USERS MEETING/ 8/1	401-7-741-226-000	197.73
<b>Vendor CHARLOTTE ANDRADE Total:</b>					<b>197.73</b>
<b>Vendor: CHAVES COUNTY CASA</b>					
CHAVES COUNTY CASA	FY24-CASA-1AEP	08/15/2023	CASA PROGRAMS FY 23-24	401-6-619-260-000	5,210.00
<b>Vendor CHAVES COUNTY CASA Total:</b>					<b>5,210.00</b>
<b>Vendor: DEERE CREDIT, INC</b>					
DEERE CREDIT, INC	2810421	08/07/2023	ACCT# 030-0074601-000	402-6-653-251-000	3,692.59
<b>Vendor DEERE CREDIT, INC Total:</b>					<b>3,692.59</b>
<b>Vendor: DEVIL DUSTERS INC</b>					
DEVIL DUSTERS INC	CS-d1158001563	08/01/2023	CHEMICAL/ACCT#CHAVESFL	452-8-832-230-000	9,520.00
<b>Vendor DEVIL DUSTERS INC Total:</b>					<b>9,520.00</b>
<b>Vendor: DONA ANA COUNTY</b>					
DONA ANA COUNTY	S0093635	08/10/2023	JUVIE INMATE HOUSING	401-6-645-268-000	20,200.00
<b>Vendor DONA ANA COUNTY Total:</b>					<b>20,200.00</b>
<b>Vendor: ECOLAB INC.</b>					
ECOLAB INC.	6339475875	08/01/2023	JANITORIAL SUPPLIES	650-6-684-230-000	3,695.88
ECOLAB INC.	6339496734	08/01/2023	JANITORIAL SUPPLIES	650-6-684-230-000	967.20
<b>Vendor ECOLAB INC. Total:</b>					<b>4,663.08</b>
<b>Vendor: HOLLYFRONTIER CORP</b>					
HOLLYFRONTIER CORP	203356495	08/09/2023	ACCT# 1100353	402-6-653-290-000	6,896.00
HOLLYFRONTIER CORP	203362537	08/10/2023	ACCT # 1100353	402-6-653-290-000	14,484.12
HOLLYFRONTIER CORP	203362538	08/10/2023	ACCT# 1100353	402-6-653-290-000	17,192.60
HOLLYFRONTIER CORP	203376690	08/14/2023	ACCT# 1100353	402-6-653-290-000	16,312.69
HOLLYFRONTIER CORP	203378907	08/15/2023	ACCT# 1100353	402-6-653-290-000	8,752.88
<b>Vendor HOLLYFRONTIER CORP Total:</b>					<b>63,638.29</b>
<b>Vendor: ITS QUEST, INC</b>					
ITS QUEST, INC	901226	08/09/2023	TEMPS/CARRILLO/SATTERFIE	402-6-653-104-000	1,569.86
<b>Vendor ITS QUEST, INC Total:</b>					<b>1,569.86</b>
<b>Vendor: KYLEA AMERICE WILLIAMS</b>					
KYLEA AMERICE WILLIAMS	CC024965	08/16/2023	ATTENDED CSB BOARD MEET	631-8-885-260-000	25.00
<b>Vendor KYLEA AMERICE WILLIAMS Total:</b>					<b>25.00</b>
<b>Vendor: L.N. CURTIS &amp; SONS</b>					
L.N. CURTIS & SONS	INV725151	08/01/2023	HELMETS/CUST# C35363	412-8-815-341-000	4,488.00
<b>Vendor L.N. CURTIS &amp; SONS Total:</b>					<b>4,488.00</b>



## Expense Approval Register

Packet: APPKT02676 - CHECK RUN 8/18/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: LEA COUNTY</b>					
LEA COUNTY	J07-2023	08/01/2023	INMATE HOUSING JUVENILE	401-6-645-268-000	23,250.00
Vendor LEA COUNTY Total:					23,250.00
<b>Vendor: MICHAEL PERRY</b>					
MICHAEL PERRY	CC024975	08/17/2023	2023 NACO CONF/7/20-7-24	401-6-612-225-000	194.05
MICHAEL PERRY	CC024975	08/17/2023	2023 NACO CONF/7/20-7-24	401-6-612-226-000	460.80
Vendor MICHAEL PERRY Total:					654.85
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC024962	08/08/2023	ACCT# 077058012-0794705-	410-8-816-341-000	62.83
NEW MEXICO GAS COMPAN	CC024963	08/08/2023	ACCT# 077227312-1237385-	408-8-812-341-000	32.60
NEW MEXICO GAS COMPAN	CC024963	08/08/2023	ACCT# 077227312-0796398-	408-8-812-341-000	48.86
Vendor NEW MEXICO GAS COMPANY INC Total:					144.29
<b>Vendor: NM DWI COORD AFFILIATE</b>					
NM DWI COORD AFFILIATE	Chaves23-24	08/15/2023	DWI COORDINATORS AFFILIA	432-7-761-253-000	150.00
Vendor NM DWI COORD AFFILIATE Total:					150.00
<b>Vendor: NM SECRETARY OF STATE</b>					
NM SECRETARY OF STATE	CC024883-1	08/01/2023	NOTARY PUBLIC APPLICATIO	401-7-731-253-000	30.00
Vendor NM SECRETARY OF STATE Total:					30.00
<b>Vendor: NMAC - HR AFFILIATE</b>					
NMAC - HR AFFILIATE	CC024964	08/15/2023	HR RETREAT/COLACCHIO	401-6-613-224-000	100.00
NMAC - HR AFFILIATE	CC024965	08/15/2023	HR RETREAT/ DOMINGUEZ	401-6-613-224-000	100.00
Vendor NMAC - HR AFFILIATE Total:					200.00
<b>Vendor: RAY CEBALLOS</b>					
RAY CEBALLOS	CC024974	08/16/2023	VIDEO AD FOR CCDC	401-6-642-260-000	500.00
Vendor RAY CEBALLOS Total:					500.00
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	1223843	08/15/2023	ANNUAL ALLOCATION/ FY 23	401-6-672-426-000	4,791.66
Vendor ROSWELL CHAMBER OF COMMERCE Total:					4,791.66
<b>Vendor: TYLER TECHNOLOGIES</b>					
TYLER TECHNOLOGIES	025-426604a	08/01/2023	EAGLE ANNUAL SAAS FEE/FY	401-7-732-249-000	41,740.43
TYLER TECHNOLOGIES	025-426604a	08/01/2023	EAGLE ANNUAL SAAS FEE/FY	401-7-741-249-000	42,826.33
TYLER TECHNOLOGIES	025-426604a	08/01/2023	EAGLE ANNUAL SAAS FEE/FY	620-7-725-267-000	21,797.38
TYLER TECHNOLOGIES	025-426604a	08/01/2023	EAGLE ANNUAL SAAS FEE/FY	628-7-733-249-000	41,740.43
Vendor TYLER TECHNOLOGIES Total:					148,104.57
<b>Vendor: VERIZON CONNECT NWF INC.</b>					
VERIZON CONNECT NWF INC	OSV000003121290	08/01/2023	CUST ID# CHAV004	401-6-619-267-000	2,001.29
Vendor VERIZON CONNECT NWF INC. Total:					2,001.29
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	34543260	08/01/2023	ACCT# 003-1365133-000	408-8-812-251-000	257.27
VISUAL EDGE IT, INC	34599660	08/03/2023	ACCT# 016-1579071-000	432-7-761-251-000	222.71
VISUAL EDGE IT, INC	34623266	08/07/2023	ACCT# 015-1458791-000	620-7-725-375-000	182.28
VISUAL EDGE IT, INC	34637804	08/08/2023	ACCT# 017-1663050-000	650-6-684-251-000	350.41
VISUAL EDGE IT, INC	34675311	08/15/2023	ACCT# 016-1560570-000	452-8-832-251-000	284.58
Vendor VISUAL EDGE IT, INC Total:					1,297.25
Grand Total:					338,630.02

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	151,412.39
402 - ROAD FUND	69,381.34
408 - EAST GRAND PLAINS VOLFIRE	338.73
410 - MIDWAY VOLUNTEER FIRE FND	62.83
412 - SIERRA VOLUNTEER FIRE FND	4,488.00
432 - DWI GRANT FUNDS	372.71
452 - FLOOD CONTROL	22,815.44
620 - CLERK RECORDING & FILING	21,979.66
628 - PROPERTY VALUATION	41,740.43
631 - OTHER GRANTS & CONTRACTS	25.00
650 - DETENTION CONSTRUCTION PJ	26,013.49
<b>Grand Total:</b>	<b>338,630.02</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-612-225-000	PER DIEM EXPENSE	194.05
401-6-612-226-000	MILEAGE REIMBURSEME	460.80
401-6-613-224-000	EMPLOYEE TRAINING	200.00
401-6-619-260-000	PROFESSIONAL SERVICE	5,210.00
401-6-619-267-000	CONTRACTUAL SERVICES	2,001.29
401-6-642-231-000	NON-EXPENDABLE SUPP	9,810.10
401-6-642-260-000	PROFESSIONAL SERVICE	500.00
401-6-645-268-000	CARE OF PRISONER SER	43,450.00
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-7-731-253-000	DUES & OTHER FEES	30.00
401-7-732-249-000	EQUIPMENT MAINT/AG	41,740.43
401-7-741-226-000	MILEAGE REIMBURSEME	197.73
401-7-741-249-000	EQUIP MAINT/AGREEME	42,826.33
402-6-653-104-000	TEMPORARY SALARIES	1,569.86
402-6-653-230-000	SUPPLIES/TOOLS	480.60
402-6-653-251-000	RENTALS	3,692.59
402-6-653-290-000	PAVING PROJECTS-COOP	63,638.29
408-8-812-251-000	RENTALS	257.27
408-8-812-341-000	UTILITIES	81.46
410-8-816-341-000	UTILITIES	62.83
412-8-815-341-000	UTILITIES	4,488.00
432-7-761-251-000	RENTALS	222.71
432-7-761-253-000	DUES & OTHER FEES	150.00
452-8-832-223-000	VEHICLE FUELS	3,590.91
452-8-832-230-000	SUPPLIES/TOOLS	9,520.00
452-8-832-251-000	RENTALS	284.58
452-8-832-375-000	LEASE PURCHASE	9,419.95
620-7-725-267-000	CONTRACTUAL SERVICES	21,797.38
620-7-725-375-000	LEASE PURCHASES	182.28
628-7-733-249-000	EQUIPMENT MAINT/AG	41,740.43
631-8-885-260-000	PROFESSIONAL SERVICE	25.00
650-6-684-230-000	SUPPLIES/TOOLS	4,663.08
650-6-684-251-000	RENTALS	350.41
650-6-684-267-000	CONTRACTUAL SERVICES	21,000.00
<b>Grand Total:</b>	<b>338,630.02</b>	

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains some illegible text, possibly a date or a reference number. The signature is written in a cursive style.

**Project Account Summary**

Project Account Key	Expense Amount
**None**	338,630.02
<b>Grand Total:</b>	<b>338,630.02</b>



Table with 6 columns: Vendor Name, Payable Number, Post Date, Description (Item), Account Number, Amount. It lists various vendors such as ALTON'S POWER BLOCK GYM INC, B DIAMOND INFRA LLC, BELL GAS INC, CARRIE HARDY, CINTAS CORPORATION #2, COLLINS TREE SERVICE, LLC, COLONIAL LIFE & ACCIDENT CO, COOPERATIVE EDUCATIONAL SVCS, DEERE CREDIT, INC, ELIOR INC, and HOLLYFRONTIER CORP with their respective invoice numbers, dates, descriptions, and amounts.

Expense Approval Register

Packet: APPKT02683 - CHECK RUN 8/25/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOLLYFRONTIER CORP	203405419	08/22/2023	ACCT# 1100353	402-6-653-290-000	16,690.77
				<b>Vendor HOLLYFRONTIER CORP Total:</b>	<b>110,651.15</b>

Vendor: ITS QUEST, INC

ITS QUEST, INC	901253	08/23/2023	TEMPS/ CARRILLO/SATTERFI	402-6-653-104-000	1,177.39
ITS QUEST, INC	901254	08/23/2023	TEMP/ SNIPES	402-6-653-104-000	981.16
				<b>Vendor ITS QUEST, INC Total:</b>	<b>2,158.55</b>

Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507

IUPA, CHAVES COUNTY SHER	INV0010859	08/24/2023	Andres G. Salas Union Dues	401-2-200-010-000	21.76
IUPA, CHAVES COUNTY SHER	INV0010859	08/24/2023	Andres G. Salas Union Dues	431-2-200-010-000	3.24
IUPA, CHAVES COUNTY SHER	INV0010860	08/24/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010861	08/24/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010862	08/24/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010863	08/24/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	23.91
IUPA, CHAVES COUNTY SHER	INV0010863	08/24/2023	Jeromy W. Parmer Union Du	431-2-200-010-000	1.09
IUPA, CHAVES COUNTY SHER	INV0010864	08/24/2023	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010865	08/24/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010866	08/24/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010867	08/24/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010868	08/24/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010869	08/24/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	23.55
IUPA, CHAVES COUNTY SHER	INV0010869	08/24/2023	BEN CONKLIN UNION DUES	431-2-200-010-000	1.45
IUPA, CHAVES COUNTY SHER	INV0010870	08/24/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010871	08/24/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	23.78
IUPA, CHAVES COUNTY SHER	INV0010871	08/24/2023	JOSH MCKELVEY UNION DUE	431-2-200-010-000	1.22
IUPA, CHAVES COUNTY SHER	INV0010872	08/24/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010873	08/24/2023	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010874	08/24/2023	Justin Thompson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010875	08/24/2023	John White Union Dues	401-2-200-010-000	25.00
				<b>Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:</b>	<b>425.00</b>

Vendor: JOHNSON SEPTIC TANK CO.

JOHNSON SEPTIC TANK CO.	9466	08/09/2023	CCDC GREASE INTERCEPTOR	401-6-696-257-000	747.41
				<b>Vendor JOHNSON SEPTIC TANK CO. Total:</b>	<b>747.41</b>

Vendor: MIRANDA PEST CONTROL

MIRANDA PEST CONTROL	CC024985	08/10/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC024986	08/10/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC024987	08/10/2023	PEST CONTROL SERVICES	412-8-815-267-000	53.92
MIRANDA PEST CONTROL	CC024988	08/10/2023	PEST CONTROL SERVICES	412-8-815-267-000	64.70
				<b>Vendor MIRANDA PEST CONTROL Total:</b>	<b>172.54</b>

Vendor: NEW MEXICO GAS COMPANY INC

NEW MEXICO GAS COMPAN	CC024976	08/11/2023	ACCT# 115435453-0797988-	401-6-699-341-000	31.60
NEW MEXICO GAS COMPAN	CC024977	08/11/2023	ACCT# 077991703-0797981-	401-6-691-341-000	31.91
NEW MEXICO GAS COMPAN	CC024978	08/11/2023	ACCT# 077991703-0797982-	401-6-691-341-000	31.60
NEW MEXICO GAS COMPAN	CC024979	08/11/2023	ACCT# 077991703-0804041-	401-6-691-341-000	31.24
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-612-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-613-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-614-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-616-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-622-341-000	1.72
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-624-341-000	2.08
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-625-341-000	0.45
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-631-341-000	0.94
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-6-632-341-000	0.61
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-7-721-341-000	6.43
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-7-731-341-000	3.81
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-7-741-341-000	2.76
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	401-7-751-341-000	8.78
NEW MEXICO GAS COMPAN	CC024980	08/11/2023	ACCT# 115435453-1203867-	427-6-638-341-000	0.96

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC024989	08/14/2023	ACCT# 077702112-0801146-	402-6-651-341-000	34.36
NEW MEXICO GAS COMPAN	CC024990	08/14/2023	ACCT# 077726812-0801393-	412-8-815-341-000	33.97
NEW MEXICO GAS COMPAN	CC024991	08/14/2023	ACCT# 078156501-0805690-	650-6-684-341-000	496.82
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-612-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-613-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-614-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-616-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-621-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-621-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-622-341-000	3.57
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-624-341-000	4.31
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-625-341-000	0.94
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-631-341-000	1.95
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-6-632-341-000	1.26
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-7-721-341-000	13.35
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-7-731-341-000	7.92
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-7-741-341-000	5.73
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	401-7-751-341-000	18.24
NEW MEXICO GAS COMPAN	CC024992	08/11/2023	ACCT# 115435453-1201470-	427-6-638-341-000	1.95
NEW MEXICO GAS COMPAN	CC024993	08/21/2023	ACCT# 075706312-0781188-	412-8-815-341-000	37.41
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>825.01</b>

**Vendor: NEW YORK LIFE INSURANCE**

NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	401-2-200-015-000	908.10
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	402-2-200-015-000	582.62
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	427-2-200-015-000	106.18
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	431-2-200-015-000	5.90
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	435-2-200-015-000	19.53
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	437-2-200-015-000	67.70
NEW YORK LIFE INSURANCE	INV0010855	08/24/2023	NEW YORK LIFE	452-2-200-015-000	119.64
<b>Vendor NEW YORK LIFE INSURANCE Total:</b>					<b>1,836.84</b>

**Vendor: NM RETIREE HEALTH CARE AUTHORITY**

NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,107.14
NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,674.06
NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.41
NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	74.38
NM RETIREE HEALTH CARE A	INV0010857	08/24/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	559.44
NM RETIREE HEALTH CARE A	INV0010858	08/24/2023	NM Retiree HealthCare Law	401-2-200-020-000	2,962.04
NM RETIREE HEALTH CARE A	INV0010858	08/24/2023	NM Retiree HealthCare Law	431-2-200-020-000	49.84
NM RETIREE HEALTH CARE A	INV0010887	08/24/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	83.01
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,921.10</b>

**Vendor: OLIVE TREE INVESTMENTS, LLC**

OLIVE TREE INVESTMENTS, L	CC024981	08/21/2023	110 E MESCALERO RD	635-6-682-375-000	15,000.00
<b>Vendor OLIVE TREE INVESTMENTS, LLC Total:</b>					<b>15,000.00</b>

**Vendor: PRE-PAID LEGAL SERVICES INC**

PRE-PAID LEGAL SERVICES IN	INV0010841	08/24/2023	LEGAL SHIELD PAYABLE	401-2-200-022-000	127.55
PRE-PAID LEGAL SERVICES IN	INV0010841	08/24/2023	LEGAL SHIELD PAYABLE	402-2-200-022-000	117.60
PRE-PAID LEGAL SERVICES IN	INV0010841	08/24/2023	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
<b>Vendor PRE-PAID LEGAL SERVICES INC Total:</b>					<b>279.05</b>

**Vendor: RANDY DODGIN**

RANDY DODGIN	258550	08/21/2023	FIXED LIGHTS/CCDC PARKIN	401-6-696-257-000	1,253.08
<b>Vendor RANDY DODGIN Total:</b>					<b>1,253.08</b>

**Vendor: RICHARD L GUTIERREZ**

RICHARD L GUTIERREZ	CC024994	08/16/2023	NMLZO MEMBER/CONF FEE	401-6-624-224-000	200.00
RICHARD L GUTIERREZ	CC024994	08/16/2023	NMLZO MEMBER/CONF FEE	401-6-624-253-000	35.00
<b>Vendor RICHARD L GUTIERREZ Total:</b>					<b>235.00</b>

## Expense Approval Register

Packet: APPKT02683 - CHECK RUN 8/25/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ROSWELL CLINIC CORP</b>					
ROSWELL CLINIC CORP	CC024983	08/21/2023	INMATE CLAIM # 18248	427-6-639-270-000	96.31
Vendor ROSWELL CLINIC CORP Total:					96.31
<b>Vendor: SECURITY TRANSPORT SERVICES INC</b>					
SECURITY TRANSPORT SERVI	3266	08/01/2023	TRANPORT/WELSH TO CCDC	650-6-684-228-000	2,661.96
SECURITY TRANSPORT SERVI	3365	08/01/2023	TRANSPORT/ CLARK TO CCD	650-6-684-228-000	2,481.67
SECURITY TRANSPORT SERVI	3384	08/01/2023	TRANSPORT/WESTMORELAN	650-6-684-228-000	4,807.86
SECURITY TRANSPORT SERVI	3385	08/01/2023	TRANSPORT/CLINTON TO CC	650-6-684-228-000	6,170.66
SECURITY TRANSPORT SERVI	3444	08/13/2023	TRANSPORT/STANISLAUS TO	650-6-684-228-000	3,750.10
Vendor SECURITY TRANSPORT SERVICES INC Total:					19,872.25
<b>Vendor: STARR JANITORIAL INC.</b>					
STARR JANITORIAL INC.	91477	08/18/2023	SUPPLIES	401-6-691-230-000	229.44
Vendor STARR JANITORIAL INC. Total:					229.44
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0010844	08/24/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0010846	08/24/2023	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0010847	08/24/2023	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0010851	08/24/2023	000480470- SANCHEZ	401-2-200-018-000	151.41
STATE OF NEW MEXICO	INV0010851	08/24/2023	000480470- SANCHEZ	431-2-200-018-000	9.05
STATE OF NEW MEXICO	INV0010852	08/24/2023	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					742.92
<b>Vendor: TASCOSA OFFICE MACHINES</b>					
TASCOSA OFFICE MACHINES	431106	08/11/2023	OFFICE DESK	620-7-725-370-000	3,758.00
Vendor TASCOSA OFFICE MACHINES Total:					3,758.00
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0010845	08/24/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0010849	08/24/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
<b>Vendor: TOWN OF HAGERMAN</b>					
TOWN OF HAGERMAN	CC024982	08/20/2023	ACCT# 670	401-7-751-341-000	82.88
Vendor TOWN OF HAGERMAN Total:					82.88
<b>Vendor: TRANS AERO LIMITED</b>					
TRANS AERO LIMITED	CC024984	08/01/2023	ACCT# 23-01300A	427-6-639-270-000	5,000.00
Vendor TRANS AERO LIMITED Total:					5,000.00
<b>Vendor: U.S. POSTAL SERVICE</b>					
U.S. POSTAL SERVICE	CC024995	08/23/2023	BRM PERMIT# 77000	401-7-731-339-000	310.00
Vendor U.S. POSTAL SERVICE Total:					310.00
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	INV0010840	08/24/2023	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0010840	08/24/2023	UNITED WAY PAYABLE	402-2-200-010-000	25.00
UNITED WAY OF CHAVES CO	INV0010840	08/24/2023	UNITED WAY PAYABLE	452-2-200-010-000	5.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					54.00
<b>Vendor: VISUAL EDGE IT, INC</b>					
VISUAL EDGE IT, INC	34666014	08/14/2023	ACCT# 025-1777394-000	670-6-671-375-000	1,910.73
VISUAL EDGE IT, INC	34726505	08/22/2023	ACCT# 016-1539862-000	401-7-741-375-000	154.88
Vendor VISUAL EDGE IT, INC Total:					2,065.61
<b>Vendor: ZECO, LLC.</b>					
ZECO, LLC.	INV0324622	08/14/2023	PARTS FOR BOILER	401-6-691-230-000	660.64
ZECO, LLC.	INV0325117	08/15/2023	BOILER CHEMICALS	401-6-691-230-000	5,047.96
Vendor ZECO, LLC. Total:					5,708.60
Grand Total:					314,849.29

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	23,554.58
402 - ROAD FUND	149,061.04
412 - SIERRA VOLUNTEER FIRE FND	243.92
427 - INDIGENT HOSPITAL CLAIMS	5,441.56
431 - PUBLIC SAFETY GRANT	79.19
432 - DWI GRANT FUNDS	259.85
435 - CORRECTION GRANTS	446.07
437 - ENVIRONMENTAL TAX	142.08
452 - FLOOD CONTROL	5,114.91
620 - CLERK RECORDING & FILING	3,758.00
631 - OTHER GRANTS & CONTRACTS	40,561.24
635 - EMERGENCY/CAPITAL OUTLAY	15,000.00
650 - DETENTION CONSTRUCTION PJ	69,276.12
670 - INTERNAL SERVICES	1,910.73
<b>Grand Total:</b>	<b>314,849.29</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	442.00
401-2-200-015-000	NEW YORK LIFE INSURA	908.10
401-2-200-016-000	GLOBE LIFE PAYABLE	1,722.16
401-2-200-018-000	CHILD ENFORCEMENT P	1,121.41
401-2-200-020-000	RETIREE H/C PAYABLE	9,152.19
401-2-200-022-000	PRE-PAID LEGAL PAYABL	127.55
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-612-341-000	UTILITIES	1.39
401-6-613-341-000	UTILITIES	1.39
401-6-614-341-000	UTILITIES	1.39
401-6-616-341-000	UTILITIES	1.39
401-6-621-253-000	DUES & OTHER FEES	507.02
401-6-621-341-000	UTILITIES	2.78
401-6-622-341-000	UTILITIES	5.29
401-6-624-224-000	EMPLOYEE TRAINING	200.00
401-6-624-253-000	DUES & OTHER FEES	35.00
401-6-624-341-000	UTILITIES	6.39
401-6-625-341-000	UTILITIES	1.39
401-6-631-341-000	UTILITIES	2.89
401-6-632-341-000	UTILITIES	1.87
401-6-691-230-000	SUPPLIES/TOOLS	5,938.04
401-6-691-341-000	UTILITIES	94.75
401-6-696-257-000	FACILITY MAINT/REPAIR	2,000.49
401-6-699-341-000	UTILITIES	31.60
401-7-721-341-000	UTILITIES	19.78
401-7-731-339-000	POSTAGE/FREIGHT	310.00
401-7-731-341-000	UTILITIES	11.73
401-7-741-341-000	UTILITIES	8.49
401-7-741-375-000	LEASE PURCHASES	154.88
401-7-751-251-000	RENTALS	601.00
401-7-751-341-000	UTILITIES	109.90
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-015-000	NEW YORK LIFE INSURA	582.62
402-2-200-016-000	GLOBE LIFE PAYABLE	366.29
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,674.06
402-2-200-022-000	PRE-PAID LEGAL PAYABL	117.60
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	34.36
402-6-653-104-000	TEMPORARY SALARIES	2,158.55
402-6-653-223-000	VEHICLE FUELS	25,916.87

**Account Summary**

Account Number	Account Name	Expense Amount
402-6-653-230-000	SUPPLIES/TOOLS	226.76
402-6-653-251-000	RENTALS	7,091.14
402-6-653-290-000	PAVING PROJECTS-COOP	110,651.15
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
412-8-815-341-000	UTILITIES	71.38
427-2-200-015-000	NEW YORK LIFE INSURA	106.18
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
427-6-638-341-000	UTILITIES	2.91
427-6-639-270-000	PAYMENT OF HOSPITAL	5,096.31
431-2-200-010-000	UNITED WAY PAYABLE	7.00
431-2-200-015-000	NEW YORK LIFE INSURA	5.90
431-2-200-016-000	GLOBE LIFE PAYABLE	7.40
431-2-200-018-000	CHILD ENFORCEMENT P	9.05
431-2-200-020-000	RETIREE H/C PAYABLE	49.84
432-2-200-015-000	NEW YORK LIFE INSURA	27.17
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	171.28
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-015-000	NEW YORK INSURANCE	19.53
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	124.41
437-2-200-015-000	NEW YORK LIFE INSURA	67.70
437-2-200-020-000	RETIREE H/C PAYABLE	74.38
452-2-200-010-000	UNITED WAY PAYABLE	5.00
452-2-200-015-000	NEW YORK LIFE INSURA	119.64
452-2-200-016-000	GLOBE LIFE PAYABLE	182.63
452-2-200-020-000	RETIREE H/C PAYABLE	559.44
452-8-832-230-000	SUPPLIES/TOOLS	50.50
452-8-832-267-000	CONTRACTUAL SERVICES	4,197.70
620-7-725-370-000	FURNITURE	3,758.00
631-8-886-267-000	CONTRACTUAL SERVICES	40,561.24
635-6-682-375-000	LEASE PURCHASES	15,000.00
650-6-684-228-000	TRANSPORT PRISONERS	19,872.25
650-6-684-264-000	FEEDING OF PRISONERS	48,907.05
650-6-684-341-000	UTILITIES	496.82
670-6-671-375-000	LEASE PURCHASE PAYME	1,910.73
	<b>Grand Total:</b>	<b>314,849.29</b>



**Project Account Summary**

Project Account Key	Expense Amount
**None**	314,849.29
<b>Grand Total:</b>	<b>314,849.29</b>



# Local Budget Adjustment

## August 2023

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
401-6-631-104-000	Local BAR August 2023	(1500.00)
401-6-642-312-000	Local BAR August 2023	(3500.00)
401-6-613-104-000	Local BAR August 2023	5000.00
402-6-653-291-000	Local BAR August 2023	(5700.00)
402-6-653-257-000	Local BAR August 2023	5700.00
435-6-643-110-000	Local BAR August 2023	(200.00)
435-6-643-244-000	Local BAR August 2023	200.00
401-6-613-224-000	Local BAR August 2023	(50.00)
401-6-613-253-000	Local BAR August 2023	50.00
452-8-832-230-000	Local BAR August 2023	(4198.00)
452-8-832-267-000	Local BAR August 2023	4198.00

## August 2023 PCard Report

Account	Department	Item Total
<b>401-6-611 Total</b>	Commissioners	\$2,016.97
<b>401-6-612 Total</b>	County Manager	\$1,192.51
<b>401-6-613 Total</b>	Human Resources	\$3,159.31
<b>401-6-614 Total</b>	Safety	\$150.01
<b>401-6-616 Total</b>	Fire & Emergency Services	\$1,605.39
<b>401-6-619 Total</b>	Working Capital	\$170.87
<b>401-6-621 Total</b>	Public Works	\$2,680.13
<b>401-6-622 Total</b>	Information Technology	\$3,255.20
<b>401-6-624 Total</b>	Planning & Zoning	\$4,038.74
<b>401-6-625 Total</b>	Purchasing	\$1,046.93
<b>401-6-631 Total</b>	Finance Dept	\$2,232.24
<b>401-6-632 Total</b>	Community Development	\$216.63
<b>401-6-641 Total</b>	Detention Administration	\$879.86
<b>401-6-642 Total</b>	Adult Detention	\$1,363.44
<b>401-6-645 Total</b>	Juvenile CCJD	\$648.33
<b>401-6-691 Total</b>	Facility Maintenance	\$9,761.13
<b>401-6-692 Total</b>	Courthouse Maintenance	\$2,975.55
<b>401-6-693 Total</b>	Facility Maint. Health Dept.	\$643.95
<b>401-6-694 Total</b>	Facility Maint. CC Road Dept.	\$1,411.11
<b>401-6-696 Total</b>	Operating Exp - CCDC	\$5,397.57
<b>401-6-699 Total</b>	St. Mary Complex	\$413.70
<b>401-7-721 Total</b>	Clerk Admin	\$3,246.62
<b>401-7-722 Total</b>	Clerk Bureau Elec.	\$797.29
<b>401-7-731 Total</b>	Assessor Admin	\$2,086.54
<b>401-7-732 Total</b>	Assessor Appraisal	\$865.59
<b>401-7-741 Total</b>	Treasurer Dept.	\$834.76
<b>401-7-751 Total</b>	Sheriff Admin	\$9,224.45
<b>401-7-752 Total</b>	Sheriff Patrol & Investigation	\$472.74
<b>402-6-651 Total</b>	Road Admin	\$2,653.21
<b>402-6-652 Total</b>	Road Shop	\$153.99
<b>402-6-653 Total</b>	Road Construction & Maintenance	\$22,270.06
<b>407-8-811 Total</b>	Dunken FD	\$342.58
<b>408-8-812 Total</b>	East Grand Plains FD	\$3,495.15
<b>409-8-813 Total</b>	Penasco FD	\$544.77
<b>410-8-816 Total</b>	Midway FD	\$4,114.45
<b>411-8-814 Total</b>	Berrendo FD	\$7,469.14
<b>412-8-815 Total</b>	Sierra FD	\$8,524.01
<b>413-8-818 Total</b>	Rio Felix FD	\$387.62
<b>414-8-819 Total</b>	Fire District #8	\$260.38
<b>427-6-638 Total</b>	Indigent	\$404.14

## August 2023 PCard Report

<b>432-7-761 Total</b>	DWI	\$4,734.55
<b>452-8-832 Total</b>	Flood Dept.	\$30,978.26
<b>628-7-733 Total</b>	Assessor	\$641.70
<b>631-8-883 Total</b>	Other Grant's & Contracts	\$637.55
<b>650-6-684 Total</b>	CCDC Construction Fund	\$8,418.27
<b>670-6-671 Total</b>	Internal Services	\$746.82
<b>Grand Total</b>		\$159,564.21

## Purchasing Bid/RFP/SS/Emergency Register

### FY24 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-24-1	Public Health Office	Est. 9/24/23	Est. 10/24/23	Mac Rogers	Pending DFA...
ITB-24-2	PVRCC Renovation	08/13/23	09/12/23	Mac Rogers	Bid Rejected
ITB-24-2	PVRCC Renovation (Rebid)	09/17/23	10/10/23	Mac Rogers	
ITB-24-4	Bituminous Surface Treatment	09/17/23	10/10/23	Road Dept	
ITB-24-5	County Road 184 Brasher Rd Improve.	TBD	TBD	Road Dept	Pending docs...

### FY24 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-24-1	Youth Club 23-ZH9177	08/15/23	09/05/23	Anabel Barraza	Awarded
RFP-24-2	Youth Mentoring Services 23-ZH9178	08/15/23	09/05/23	Anabel Barraza	Awarded

### FY24 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-24-1	Tyler Technologies	06/06/23	07/07/23	Est. \$300,000 annually
SS-24-2	WINGS for L.I.F.E	05/22/23	06/23/23	\$28,050.00
SS-24-3	CASA-Gender Specific Program	05/22/23	06/23/23	\$15,840.00
SS-24-4	CASA - Alternative Education Program	05/22/23	06/23/23	\$36,000.00
SS-24-5	CASA - Court Youth Advocacy Program	05/22/23	06/23/23	\$56,000.00
SS-24-6	Jail Management System	07/05/23	07/06/23	\$42,000.00

### FY24 Emergency

EM #	Description	Contractor	Posted	Amount
EM-24-1	Inmate Medical Services	Roadrunner Health Services	07/18/23	\$1,928,569.00

### FY24 Quotes over \$30k

Project Description	Quote 1	Quote 2	Quote 3
Clerk Scanning	Docufree - \$15,400.00	Portable Micro. - \$35,625.67	PDS - \$67,714.15
CCDC Fencing	Circle F Enterprises - \$43,217.06	American Fence - \$95,766.89	Scott's Fencing - \$208,396.00
CCCH Exterior Painting	Al Almond - \$16,992.44	Brockman Painting - \$47,121.49	Fuentes & Sons - \$29,502.28

**COUNTY MANAGER**

Bill Williams

PO Box 1817

Roswell, NM 88202-1817

575-624-6602

FAX 575-624-6631

Email:

bill.williams@chavescounty.gov



**COMMISSIONERS**

- Dara Dana ➤ District 1
- T. Calder Ezzell Jr. ➤ District 2
- Jeff Bilberry ➤ District 3
- Richard C. Taylor ➤ District 4
- Michael J. Perry ➤ District 5

**Chaves County Clerk**

***Summary Report***

***08/01/23-08/31/23***

<b>CLERK FEES (EQUIPMENT) .....</b>	<b>\$ 4,781.00</b>
<b>GEN CLERK'S FEES .....</b>	<b>\$ 14,865.00</b>
<b>LIQUOR LICENSE .....</b>	<b>\$ -</b>
<b>CHILDREN'S TRUST FUND .....</b>	<b>\$ 510.00</b>
<b>PROBATE .....</b>	<b>\$ 539.25</b>
<b>PHOTOCOPIES.....</b>	<b>\$ 2,055.50</b>
<b>GOVT GROSS RECEIPTS TAX .....</b>	<b>\$ -</b>
<b>TOTAL AMOUNT:</b>	<b>\$22,750.75</b>
<b>TOTAL DOCUMENTS FILED</b>	<b>751</b>
<b>NEW MARRIAGE LICENSES</b>	<b>34</b>
<b>NEW PROBATES</b>	<b>12</b>
<b>NEW SURVEYS</b>	<b>4</b>
<b>NEW PLATS</b>	<b>0</b>
<b>VOTER CHANGES</b>	<b>312</b>
<b>NEW REGISTRANTS</b>	<b>106</b>
<b>REPUBLICANS</b>	<b>17070</b>
<b>DEMOCRATS</b>	<b>8715</b>
<b>LIBERTARIANS</b>	<b>364</b>
<b>OTHER</b>	<b>7834</b>

**CCSO Mileage Report**  
**AUGUST 2023**

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Spare	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare-Damaged County Yard	135,512	135,512	0
902	2009	Ford	F-150	Spare-Damaged County Yard	195,328	195,328	0
903	2014	Ford	F-150	Serna, Jimmy	148,371	150,054	1683
905	2017	Ford	F-150	Ramirez, Giovanni	105,900	106,820	920
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Ramirez at the shop	165,062	165,062	0
909	2019	Ford	F-150	Pineda, Anthony	63,706	65,185	1479
910	2014	Ford	F-150 4x4	Thompson, Justin	129,926	131,522	1596
911	2016	Ford	Expedition 4x4	Spare-	107,858	107,858	0
913	2016	Ford	Expedition 4x4	Parmer, Jeremy	97,645	98,500	855
914	2018	Ford	Taurus	Spare-Damaged County Yard	75,269	75,269	0
915	2008	Dodge	Charger	Spare CID	108,704	108,704	0
916	2018	Ford	Explorer	Beagles-Clark, Amanda	113,079	114,030	951
917	2018	Ford	Explorer	Wrecked	87,987	87,987	0
918	2006	Ford	Van	Transport Van	121,688	121,690	2
919	2009	Ford	Crown Victoria	Spare-Damaged County Yard	128,383	128,383	0
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91,880	91,880	0
922	2018	Ford	Explorer	Kennard, Gauge K-9 Cage	91,285	93,130	1845
923	2005	Ford	F-150	Serrano, Agustin	142,709	144,319	1610
924	2008	Ford	Crown Victoria	Spare-Damaged County Yard	128,335	128,335	0
925	2018	Ford	Explorer	Wrecked	58,652	58,652	0
928	2010	Dodge	Van	Transport-County Yard	158,931	158,931	0
929	2013	Ford	Explorer	Ramos, Raul	95,225	96,078	853
930	2014	Ford	Taurus	Perez, Agustin	69,495	70,065	570
931	2008	Ford	Crown Victoria	Spare-Damaged County Yard	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	128,670	130,865	2195
934	2017	Ford	Explorer	Spare	143,002	143,002	0
935	2017	Ford	Explorer	White, John	140,504	143,039	2535
937	2015	Chevy	Caprice	Spare-Damaged County Yard	98,286	98,286	0
939	2015	Chevy	Caprice	Spare-Damaged County Yard	95,457	95,457	0
940	2010	Ford	F-150	Spare	185,987	185,987	0
941	2014	Ford	Taurus	Spare	119,858	119,858	0
942	2008	Chevy	Caprice	Spare	117,428	117,428	0
943	2014	Ford	Taurus	Spare-Damaged County Yard	103,151	103,151	0
944	2014	Ford	Taurus	Spare	110,335	110,335	0
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Villarreal, PJ	153,066	155,229	2163
947	2013	Chevy	Tahoe	Spare-Damaged County Yard	66,287	66,287	0
948	2011	Ford	Crown Victoria	Spare	128,256	128,256	0
951	2010	Ford	Crown Victoria	McDaniel, Dallas	107,970	107,970	0
952	2010	Ford	Expedition	Spare-Damaged County Yard	140,599	140,599	0
953	2010	Ford	Expedition	Spare-Damaged County Yard	128,040	128,040	0
955	2013	Ford	Focus	CID Spare-Civilian	96,058	96,058	0
956	2014	Ford	Taurus	Padilla, Olivia	144,127	144,127	0
957	2014	Ford	Taurus	Spare	142,777	142,777	0
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	31,642	32,531	889
962	2015	Dodge	Caravan	Transport	155,712	156,601	889
966	2020	Ford	F-150	Ray, Mike	18,128	18,951	823
967	2019	Ford	F-150	Dictson, Daniel	74,953	76,968	2,015
968	2019	Ford	F-150	Nava, Isaac	34,000	35,935	1,935
969	2019	Ford	F-150	Hendrix, Scott	33,317	35,061	1,744
970	2019	Ford	F-150	Delgado, Ricardo	48,429	49,298	869
971	2019	Ford	F-150	Spare	53,017	54,865	1,848
977	2019	Ford	F-150	Silvas, Pedro	96,655	99,062	2407
978	2019	Ford	F-150	Spare	62,862	62,862	0
979	2020	Ford	F-150	Conklin, Benjamin	71,626	74,884	3,258
980	2020	Ford	F-150	Sanchez, K County Yard	62,347	62,347	0
981	2020	Ford	F-150	Lueras, Sam	69,098	69,098	0
982	2020	Ford	F-150	Smoyer, Joel	70,743	73,715	2,972
983	2020	Ford	F-150	Spare	69,961	69,961	0
985	2020	Dodge	Caravan	Transport	42,782	43,814	1,032
989	2011	Chevy	Tahoe	Spare-Damaged County Yard	156,816	156,816	0
994	2020	Ford	F-150	Avalos, Jacob	60,358	63,019	2,661
995	2020	Ford	F-150	Martinez, Joshua	63,076	63,076	0
996	2020	Ford	F-150	Cobos, Isaac	67,080	68,909	1,829
997	2020	Ford	F-150	McKelvey, Josh	61,022	61,725	703
998	2007	Ford	Fusion	Bell, Sarah	36,066	36,115	49
999		Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	13,035		-13,035
1001	2021	Chevy	Silverado	Yslas, Charles	17,051	17,651	600
1002	2021	Chevy	Silverado	Drake, Charles	20,389	21,340	951
1004	2021	Chevy	Tahoe	Sanchez, Jacob	17,892	20,311	2,419
1005	2017	Ford	Explorer	Hardy, Travis	163,300	163,705	405
1008	2022	Ford	F-150	Salas, Andres	6,149	7,926	1,777
1009	2022	Ford	F-150	Cassidy, Maria	1,100	1,395	295
1010	2022	Ford	F-150	Hohle, Doug	3,388	4,350	962
<b>TOTAL:</b>							<b>39554</b>

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

Sheriff's Office  
**CHAVES COUNTY**

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

**Mike Herrington, Sheriff**

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**Sheriff's Monthly Statistics Report**  
**August 2023**

Total Number of Arrests: 56  
Adult: 56  
Juvenile: 0

Total Number of DWI's: 7

Total Number of Arrest Citations: 7  
Adult: 2  
Juvenile: 5

Total Number of Non-Traffic Citations: 0

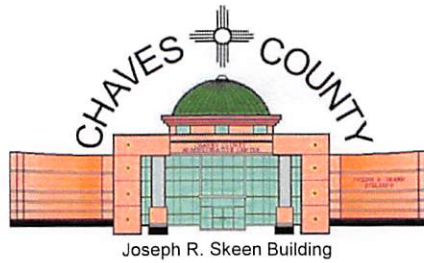
Total Number of Traffic Citations: 90

Total Number of Warning Traffic Citations: 7

Total Number of Accident Reports: 22



**CHAVES COUNTY  
ROAD DEPARTMENT**  
1505 East Brasher Road  
Roswell, New Mexico 88203  
Phone: 575-624-6610  
Fax: 575-627-4360



**COMMISSIONERS**  
Dara Dana · District 1  
T. Calder Ezzell Jr. · District 2  
Jeff Bilberry · District 3  
Richard C. Taylor · District 4  
Michael Perry · District 5

**Road Operations Director**  
Joe E. West

**County Manager**  
Bill Williams

**August 2023**

MAN-HOURS	7,195.25	
MANPOWER COST		\$252,635.73
MAN-HOURS ON ROAD PROJECTS	6,153.75	
MANPOWER COST ON ROAD PROJECTS		\$222,051.28
MILES BLADED	119.10	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,958.70	
VEHICLE AND EQUIPMENT COSTS		\$189,012.47
GALLONS WATER HAULED	242,050.00	
COST OF CITY WATER		\$968.20
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	1,330.00	\$31,560.90
BASE COURSE USED ON ROAD PROJECTS	280.00	\$935.20
COLD MIX USED ON ROAD PROJECTS	23.40	\$2,164.50
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	0.00	\$0.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$174,289.44
DEMURRAGE		\$0.00
GAS (gallons)	1656.70	\$4,454.44
DIESEL (gallons)	6066.70	\$15,404.51
GAS - Dunken (gallons)	346.20	\$1,007.16
DIESEL - Dunken (gallons)	201.20	\$618.54
COST OF ROADWORK		\$642,466.64
COST OF SOLID WASTE		\$12,558.10

  
**JOE E. WEST**  
**ROAD OPERATIONS DIRECTOR**