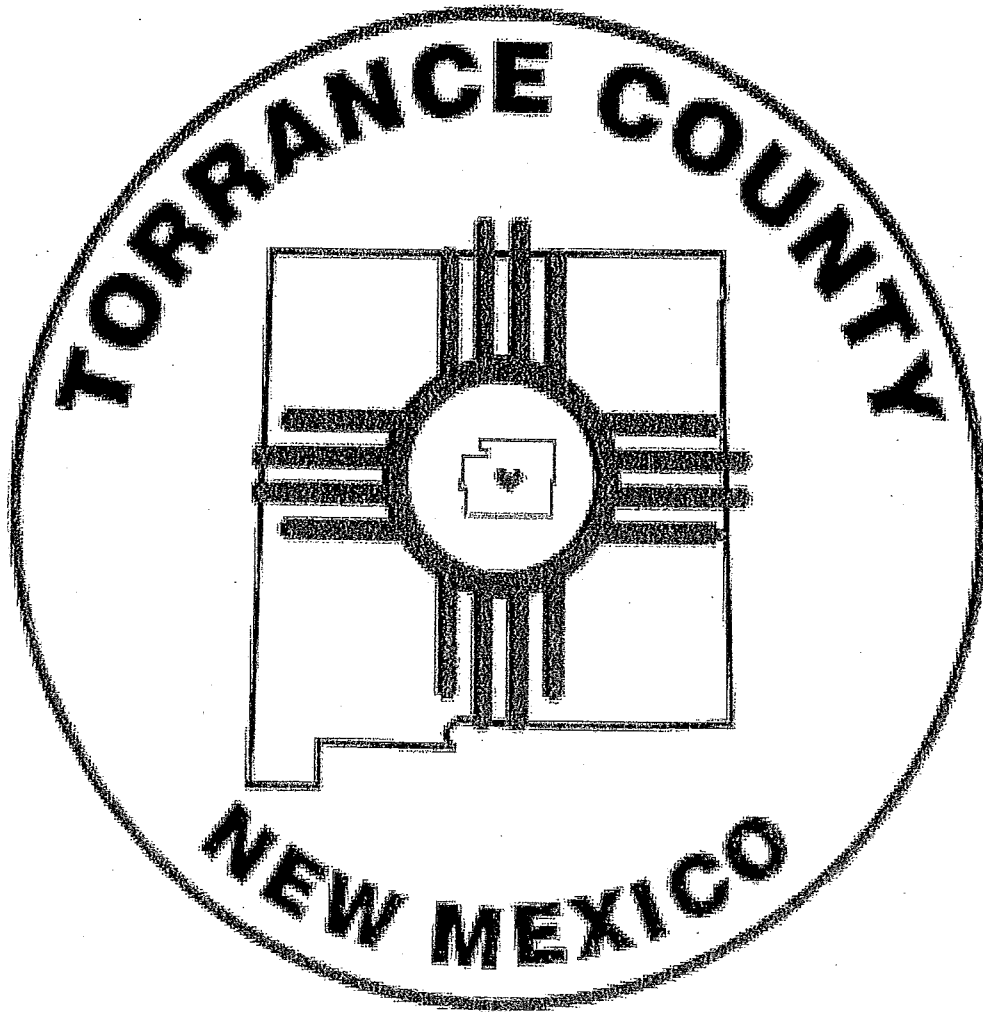
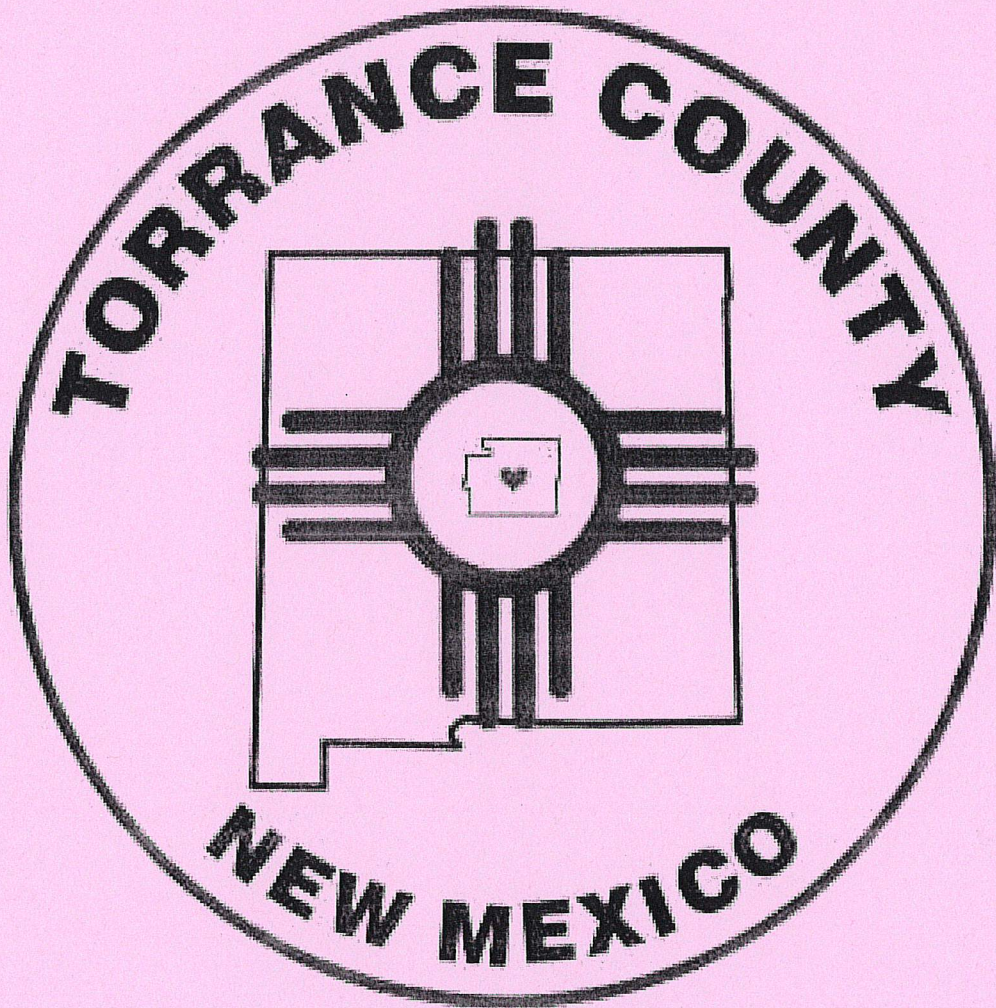


Agenda Item
No. 10



Agenda Item
No. 11-A



*Agenda Item
No. 11-B*



*Agenda Item
No. 11-C*

TORRANCE COUNTY RESOLUTION

Resolution No. _____

A RESOLUTION AUTHORIZING THE COUNTY TO SUBMIT AN APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION TO PARTICIPATE IN THE LOCAL DWI GRANT AND DISTRIBUTION PROGRAM.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA 1978 as amended to address the serious problems of Driving While Intoxicated (DWI) in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism, alcohol abuse and alcohol related domestic abuse; and

WHEREAS, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the TORRANCE COUNTY, that the County Chairperson, on behalf of the County and all participating entities is authorized to submit an application for Distribution and/or Grant Fiscal Year 2022 program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of DECEMBER 9, 2020.

County Commission Chairperson

Attest:

DWI Planning Council Representative

County Clerk (SEAL)

MEMORANDUM OF UNDERSTANDING

The Torrance County/Municipality DWI Program (hereinafter referred to as the "Program") and the New Mexico Department of Finance and Administration/Local Government Division/Driving While Intoxicated Program (hereinafter referred to as "Division") hereby exchange the following assurances and enter into the following Memorandum of Understanding (MOU):

The Division assures:

1. That Division is in full compliance with the provisions concerning security for records and research activities in accordance with Federal Confidentiality regulations, 42 CFR Part 2.16 and 2.52.
2. That client identifying information will not be re-disclosed except back to the Program from which the information was obtained, or according to the terms of this MOU.
3. That in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, the Division acknowledges it is bound by the provisions of the Federal confidentiality regulations, 42 CFR Part 2.
4. That the Division shall undertake to resist any effort to obtain access to information pertaining to patients otherwise than as expressly provided for in the Federal confidentiality regulations, 42 CFR Part 2.
5. That the Division is not a "covered entity" as defined by the Department of Health and Human Services Regulations entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA); (the HIPAA Regulations).
6. That the Division shall never possess treatment or maintain any "individually identifiable health information" or transmit "protected health information" as defined by the HIPAA Regulations and in the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

The Program agrees to:

1. Upon request, provide the Division or other parties authorized with client records for those clients provided services through the Local Government Division DWI Grant Program, for the purpose of conducting outcome

monitoring research activities, and evaluation of LDWI Program interventions.

2. If applicable, comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and the Department of Health and Human Services Regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
3. Report or transmit data to the Division that deletes and contains no "individually identifiable health information" or "protected health information" as defined by the HIPAA Regulations and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act).

Ryan Schwebach

County Commission Chairperson (or Designee)
(Please Print)

Signature

12/9/2020

Date

Executed this _____ day of _____ 20_____.

Donnie Quintana, Director
Local Government Division

STATEMENT OF ASSURANCES
Local DWI Grant and Distribution Program

Fiscal Year 2022: July 1, 2021 – June 30, 2022

The applicant hereby assures and certifies compliance with the following statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the New Mexico Local DWI Grant and Distribution Program:

1. Compliance with the provisions of the New Mexico Local DWI Grant Program Act, Sections 11-6A-1 through 11-6A-6 NMSA 1978 as amended, the NMAC Title 2, Chapter 110 Part 4 Regulations, and the approved LDWI Guidelines.
2. The applicant has the responsibility and legal authority to receive and expend funds as described in the grant and distribution project description, as well as to finance the grantee share (minimum 10%) of costs of the project, including all project overruns.
3. Compliance with the State Procurement Code, Sections 13-1-21 through 13-1-199, NMSA 1978 as amended, with the exception of Home Ruled Governments. All project-related services, activities or programs done through a service provider must be implemented through a professional services contract. Any project-related contract, subcontract, or agreement and related amendments, providing services to the grant or distribution program, must be submitted for administrative review by the Local Government Division prior to execution.
4. Adherence to all financial, accounting, and reporting requirements of the Department of Finance and Administration. Distribution programs will include the Exhibit F, the Local DWI Distribution Fund Financial Status Report. Grant programs will include the Local DWI Program Request for Payment/Financial Status Report, Exhibit D. The said reports shall include a narrative of successes and challenges, a detailed budget breakdown of expenditures to date, a summary of any fees collected and/or expended, the Screening and Tracking Report, the Managerial Data Set, Planning Council meeting agendas and minutes, and such other information following the objectives of the county's evaluation as may be of assistance to the Division in its evaluation.
5. Compliance with the requirement to not budget, nor expend, any of the grant amount awarded or the amount distributed for **indirect administrative costs** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall document all direct program administrative expenditures and in-kind/match administrative expenditures.
6. Compliance with the requirement to not budget, nor expend, greater than **ten percent** of the grant amount awarded or the amount distributed for **capital purchases** incurred during the grant or distribution fiscal period. Requests for payment or financial status reports shall

specify all capital purchases. **The ten percent cap for capital purchases does not exist with detoxification funding grants.**

7. Compliance with all required reports, including but not limited to: the first quarter narrative and fiscal reports due on the last working day of October; the second quarter narrative and fiscal reports due on the last working day of January; and the third quarter narrative and fiscal reports due on the last working day of April; the fourth and the final quarter Grant Fiscal report due by the 10th of July and the fourth and final narrative and distribution fiscal reports for the fiscal year due the last working day of July. Annual protocols for the screening, treatment, and compliance monitoring components are due the last working day of August for the current fiscal year. The annual reports which include program evaluation are due the last working day of August for the prior fiscal year.
8. Compliance with the current Local DWI Grant Program Screening Guidelines. To avoid any conflict of interest, or appearance of conflict of interest, screeners should not be affiliated with any contracted treatment agency. Clients will be given options (a list of available providers) for alcohol related treatment and will not be *mandated* to a particular treatment agency.
9. If applicable to the applicant, compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Department of Health and Human Services regulation entitled "Standards for Privacy of Individually Identifiable Health Information", 45 CFR Parts 160 and 164, applicable to entities covered by HIPAA; (the HIPAA Regulations).
10. Any distribution program under run amount for the fiscal year must be returned to the Local DWI Grant Fund by September 30 of the following fiscal year. Failure to remit an under run to the Local DWI Grant Fund will cause suspension of grant reimbursements and/or future distributions until the remittance is made.
11. Grant program under runs revert to the Local DWI Grant Fund.
12. Compliance with all applicable conditions and requirements prescribed by the Division in relation to receipt/accountability of state General Funds.
13. The grant applicant will follow the scope of work for the grant program, as negotiated with the Local Government Division, and in accordance with the local planning council's approved plan. The applicant will submit any proposed modifications/amendments to the scope of work to the Division for its approval, prior to execution.
14. The distribution program applicant will follow the local planning council's application as approved by DWI Grant Council in the application review process. The applicant will submit any proposed modifications/amendments to this proposal to the Division for its written approval, prior to execution of changes to programs.

15. Compliance with conflict of interest prohibitions whereby no member, officer, or employee of the grant or the distribution program, or its designee or agents, no voting member of the local planning council or of the governing body of the locality in which the program is situated, and no other public official of such locality who exercises any functions or responsibilities with respect to the program during his/her tenure (or for one year thereafter) shall have any interest, direct or indirect, in any contract or subcontract for work to be performed in the program. The grant and/or the distribution program shall incorporate, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of these stated provisions.
16. Compliance with the maintenance of records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the grant or distribution agreement period, the purpose of undertaking for which such funds were used and the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
17. The applicant will provide access to authorized State officials and representatives of all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project in order to make audits, examinations, excerpts and transcripts.
18. The applicant will provide DFA's auditor and evaluator timely access to all program records and information. Additionally, the applicant will assure that records of subcontractors working for the applicant are retained and made available to DFA's auditor and evaluator.

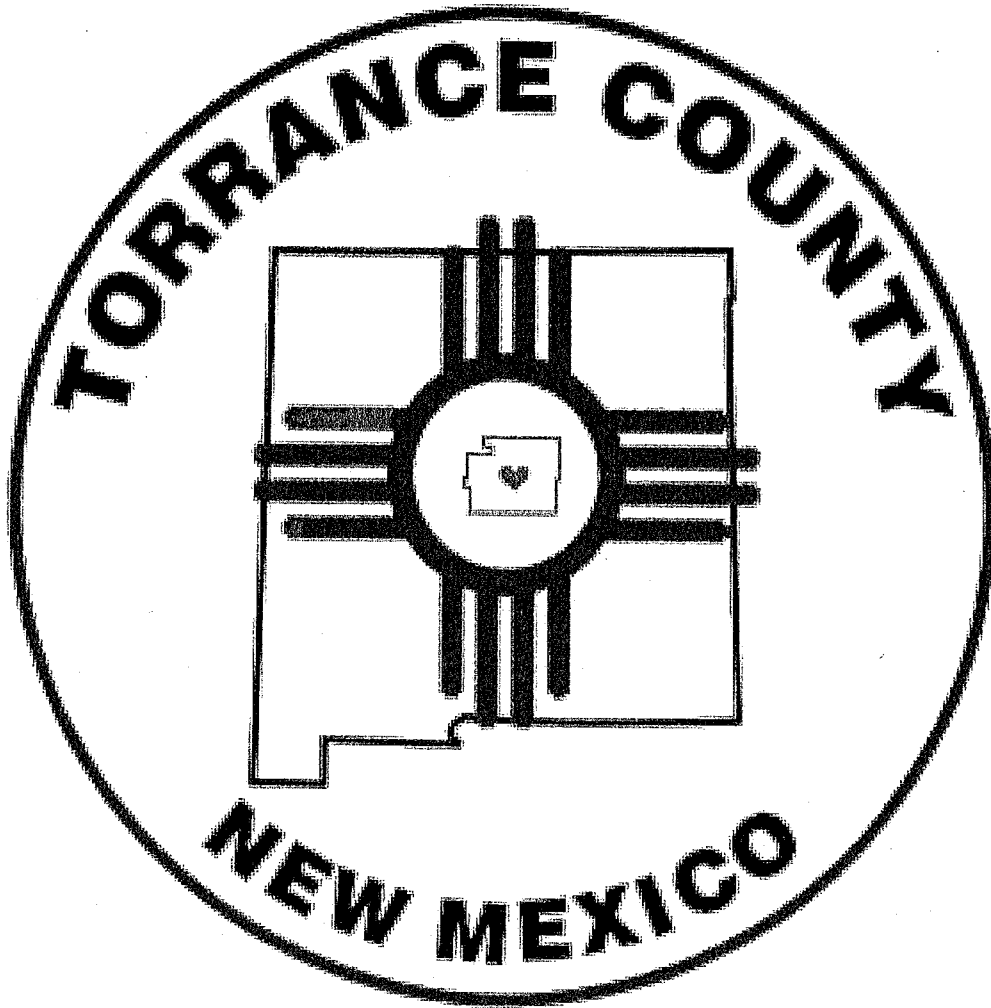
RYAN SCHWEBACH

County Commission Chairperson (or Designee) (Please Print)

Signature

12/9/2020

Date



Agenda Item
No. 11-D

TORRANCE COUNTY RESOLUTION# 2020-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, December 9th, 2020, did propose to authorize Budget Increases in the FY 2020-2021 Budget, and

WHEREAS, Budget Increases require authorization from the Department of Finance and Administration, and

WHEREAS, we request authorization for the following Budget Increases: (See Schedules A-E)

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached Budget Increases in the FY 2020-2021 budget from the Department of Finance and Administration.

DONE at Estancia, New Mexico
Torrance County this 9th day of
December 2020.

Approved as to Form only:

Torrance County Board of Commissioners

John Butrick
County Attorney

Kevin McCall, District 1

Attest:

Linda Jaramillo
Torrance County Clerk

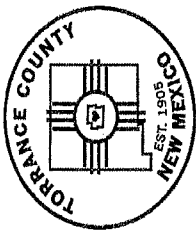
Ryan Schwebach, District 2

Javier E. Sanchez, District 3

<u>Vote Record</u>	yes	no	abstain	absent
Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
Javier E. Sanchez				

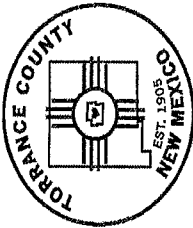
DFA Approval





Torrance County
 Resolution 2020-
Increase
 Schedule A
 December 9, 2020

From			TO			
Department	Source	Line/Item	Description	Line/Item	Description	Amount
Road	Gross Receipt Tax	402 00 1601	GRT 3rd 1/8th	402 60 2 617	CO-Equipment & Machinery	\$ 38,750.00
				402 60 2 63	Retirement	\$ 3,262.00
				402 60 2 64	FICA/Medicare	\$ 5,092.00
				402 60 2 67	Retiree Health Care	\$ 666.00
				402 60 2 102	Full-Time Salaries	\$ 33,280.00
TOTAL						\$ 81,050.00



Torrance County

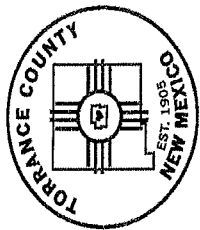
Resolution 2020-

Increase

Schedule B

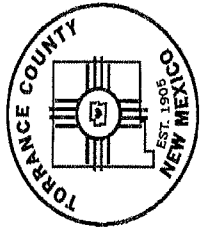
December 9, 2020

		From			TO		
Department	Source	Line/Item	Description	Amount	Line/Item	Description	Amount
DWI	DWI Local Grant	605 00 1035	Local DWI Grant FY 2021	\$ 14,188.00	605 22 201	Vehicle Maintenance	\$ 1,591.00
					605 22 219	Supplies-General Office	\$ 5,597.00
					605 22 221	Print/Publish/Advertis	\$ 6,000.00
					605 22 266	Employee Training	\$ 1,000.00
TOTAL				\$ 14,188.00			\$ 14,188.00



Torrance County
 Resolution 2020-
Increase
 Schedule C
 December 9, 2020

Department			From			TO			Amount
Source	Line Item	Description	Line Item	Description	Line Item	Description	Line Item	Description	Amount
Gross Receipts Tax	621		2611	Capital Outlay GRT	621		611	CO-Buildings and Improvements	\$ 132,000.00
Gross Receipts Tax	620	County Infrastructure	1383		620		215	Maintenance and Repair Buildings	\$ 3,000.00
					620		218	Furn/Fixture/Equipment	\$ 5,000.00
					620		225	Supplies-Computer	\$ 24,000.00
					620		228	Software	\$ 17,000.00
					620		272	Contract Professional Services	\$ 7,500.00
					620		400	Amin Charges	\$ 3,000.00
TOTAL									\$ 191,500.00



Torrance County

Resolution 2020-

Increase

Schedule D

December 9, 2020

		From			TO		
Department	Source	Line Item	Description	Amount	Line Item	Description	Amount
Dispatch	Gross Receipts Tax	911 00	1501 Communications Tax	\$ 30,000.00	911 80 2	104 Overtiem	\$ 20,000.00
					911 80 2	228 Software	\$ 5,000.00
					911 80 2	241 Communications cost.	\$ 5,000.00
TOTAL				\$ 30,000.00			\$ 30,000.00

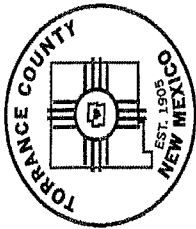
Torrance County

Resolution 2020-

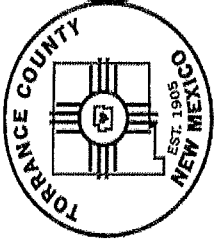
Increase

Schedule E

December 9, 2020



From			TO				
Department	Source	Line Item	Description	Amount	Line Item	Description	Amount
Grant/Sheriff	Grant	805 00 1186	ENDDWI FY21	\$ 2,160.00	805 32 104	Overtime	\$ 2,160.00
Grant/Sheriff	Grant	805 00 1187	BLKUP FY21	\$ 2,790.00	805 41 104	Overtime	\$ 2,790.00
Grant/Sheriff	Grant	805 00 1188	STEP FY21	\$ 2,820.00	805 43 104	Overtime	\$ 2,820.00
Grant/Sheriff	Grant	805 00 1105	STEP FY20	\$ 815.00	805 51 104	Overtime	\$ 815.00
Grant/Sheriff	Grant	805 00 1107	ENDDWI FY20	\$ 633.00	805 32 104	Overtime	\$ 633.00
Grant/Sheriff	Grant	805 00 1108	BLKUP FY20	\$ 2,201.00	805 42 104	Overtime	\$ 2,201.00
TOTAL				\$ 11,419.00			\$ 11,419.00



TORRANCE COUNTY Budget Increase Request

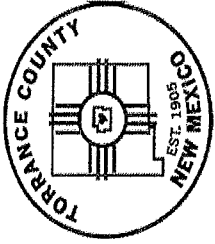
Requesting Department: Road

My department hereby requests that the following budget increase be made to the budget:

My department hereby requests that the following budget increase be made to the budget:

Revenue:		Expenditure:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	\$
402-00-1601	GRT 3rd 1/8th	402-60-2617	CO-Equipment & Machinery	\$38,750
		402-60-2063	Retirement	\$3,262
		402-60-2064	FICA/Medicare	\$5,092
		402-60-2067	Retiree Health Care	\$666
		402-60-2102	Full-Time Salaries	\$33,280
Reason for Transfer:				

Signature: *Chadman Paddock* Date: *Dec-2-2020*



TORRANCE COUNTY

Budget Increase Request

DWI PREVENTION PROGRAM

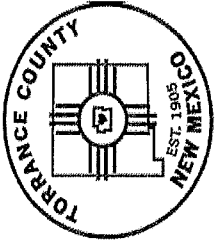
Requesting Department:

My department hereby requests that the following budget increase be made to the budget:

Revenue:		Expenditure:			\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer	
605-00-1035	Local DWI Grant Fund FY2021	605-22-2201	Vehicle Maintenance	1591	
		605-22-2219	Supplies	5597	
		605-22-2221	Printing/Publishing	6000	
		605-22-2266	Employee Training	1000	
Reason for Transfer:					
The Torrance County DWI Prevention Program received an amount greater than the original estimate for the FY2020 distribution. Those funds in the amount of \$14,188 were reverted to the Department of Finance and Administration in September 2020 and re-awarded to Torrance County in the form of a grant for FY2021.					
The listed budget increase reflects the increased grant amount (\$14,188) as well as the appropriate expenditures.					

Dr. Timothy Maston

11/17/2020



TORRANCE COUNTY Budget Increase Request

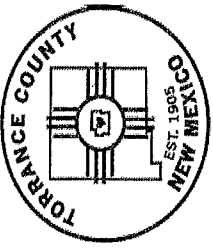
Requesting Department: Infrastructure

My department hereby requests that the following budget increase be made to the budget:

Revenue:		Expenditure:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
620-00-1383	County Infrastructure GRT	620-94-2215	Maintenance and Repair Building	\$3,000
		620-94-2218	Furn/Fixture/Equipment	\$5,000
		620-94-2225	Supplies-Computer	\$24,000
		620-94-2228	Software	\$17,000
		620-94-2272	Contract-Professional services	\$7,500
		620-94-2400	Administrative charge	\$3,000
Reason for Transfer:				

Signature: *Janice Y. Savelle*

Date: 11.17.2020



TORRANCE COUNTY Budget Increase Request

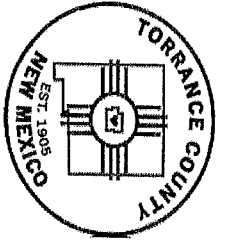
Grant/Sheriff

Requesting Department:

My department hereby requests that the following budget increase be made to the budget:

Revenue:		Expenditure:		\$
Line Item Number	Line Item Description	Line Item Number	Line Item Description	Amount of Transfer
805-00-1186	ENDDWI FY21	805-32-2104	ENDDWI FY21	2160
805-00-1187	BLKUP FY21	805-42-2104	BLKUP FY21	2790
805-00-1188	STEP FY21	805-51-2104	STEP FY21	2820
805-00-1105	STEP FY 20	805-43-2104	STEP FY 20	815
805-00-1107	ENDDWI FY 20	805-31-2104	ENDDWI FY 20	633
805-00-1108	BLKUP FY20	805-41-2104	BLKUP FY20	2201
Reason for Transfer:				

Signature Date 12/2/2020



TORRANCE COUNTY

Budget Increase Request

Requesting Department: _____

Dispatch _____

My department hereby requests that the following budget increase be made to the budget:

Revenue:		Expenditure:		Amount of Transfer
Line Item Number	Line Item Description	Line Item Number	Line Item Description	
911-00-1501	Communications Tax			
		911-80-2104	Salaries-Overtime	\$20,000
		911-80-2228	Software	\$5,000
		911-80-2241	Communication Costs	\$5,000
Reason for Transfer:				

Signature _____

Date _____



Agenda Item
No. 11-E

**TORRANCE COUNTY
 BOARD OF COUNTY COMMISSIONERS
 RESOLUTION NO. R 2020-_____**

DISPOSITION OF TORRANCE COUNTY PROPERTY

WHEREAS, in the course of providing services to the people of Torrance County, it is necessary at times to dispose of property belonging to the County; and

WHEREAS, NMSA 1978, Section 13-6-1 et seq. enumerates specific requirements for the disposal of County property; and

WHEREAS, the Torrance County Board of County Commissioners adopted the Torrance County Property Disposition Policy (Resolution R 2020-07) (“Policy”) that provides a process by which Torrance County may dispose of County property in accordance with NMSA 1978, Section 13-6-1 et seq.; and

WHEREAS, pursuant to the Policy, Torrance County Department Heads or Elected Officials provided a list of property that included five vehicles for review by the Property Disposition Committee (“Committee”); and

WHEREAS, the Committee reviewed and approved the proposed disposition of the five vehicles in accordance with the Policy.

NOW, THEREFORE BE IT RESOLVED that the proposed property disposition is hereby approved and included in the minutes of today’s Board of County Commissioners meeting; and

BE IT FURTHER RESOLVED that the County, upon final disposition, may remove the above-mentioned property from any current inventory list as directed by NMSA 1978, Section 13-6-1 et seq. and the Policy.

DONE THIS 9th DAY OF DECEMBER, 2020.

APPROVED AS TO FORM ONLY:

TORRANCE COUNTY COMMISSION

County Attorney

Kevin McCall, District 1

Attest:

Ryan Schwebach, District 2

County Clerk

Javier E. Sanchez, District 3



Torrance County

Property Disposition Committee

Torrance County Resolution 2020-07

Date: 12-2-2020

Requesting Department: Road

Property Subject of Request: Vehicle 2009 Ford F150

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	o	
2	Photos, hard or digital copies, are attached for review.	o	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Jeremy</u>	o	
4	Committee verified current resale or market value.	o	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	o	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	o	

Committee Notes:

*Purchased through Jail fund
Transferred to
Road
Proceeds go to Road*

Property Disposition Committee's Recommendation:

- Dispose, as requested
 - Do NOT dispose
 - Dispose, as amended by Committee: _____
- _____
- _____

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

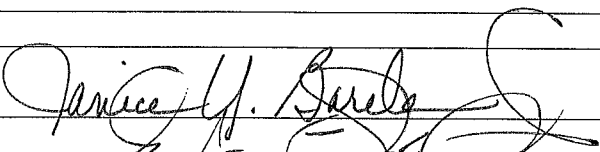
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: 

Operations Manager: 

Finance Director: 

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		



Torrance County Request for Approval of Property Disposition

Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Leonard Hugen
 - A. Department: Road Dept.

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: _____

3. Reason(s) for Disposal: Needs motor don't run very good

4. Recommended Use of Funds Generated by This Transaction: Purchase New trucks.

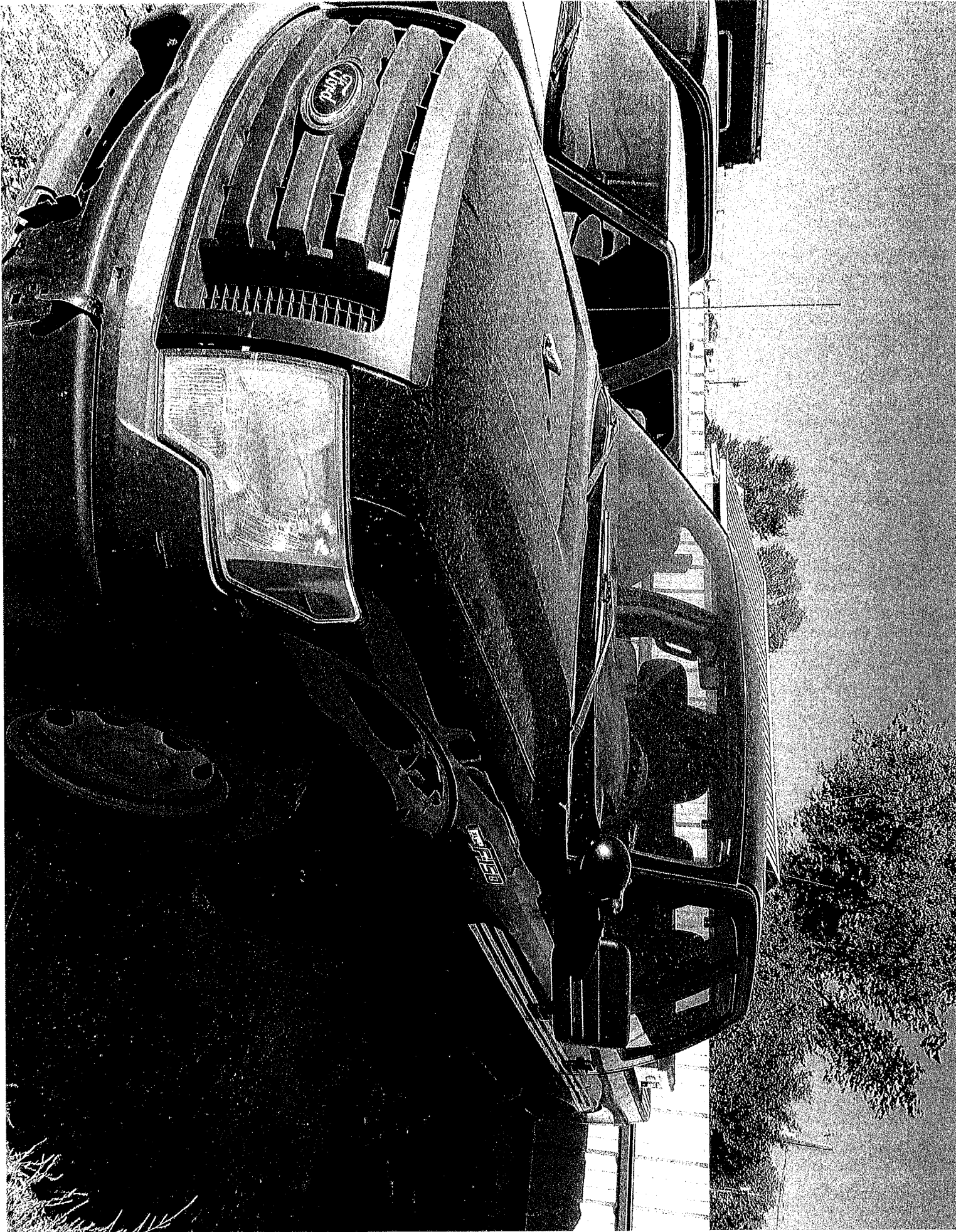
5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: Road Dept.

 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road shop
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 2009
 - 6) Make/Model: Ford
 - 7) VIN/Serial Number: 1FTFW1EV7A1RB45192
 - 8) License Number: G-92927
 - 9) Mileage: over 300,000 works when works.
 - 10) **Current** Resale or Market Value: _____
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

7. ADDITIONAL REQUIREMENTS for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: [Signature] Date: 10-21-2020

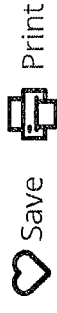



Advertisement

My Car's Value


2009 Ford F150 Supercrew Cab XLT Pickup 4D 6 1/2 ft

near Los Lunas, NM 87031  Mileage: 300,000  Edit Options 4.6  (906 Ratings) Write a review



 Recalls: 2 Recalls Found
Is my car affected?



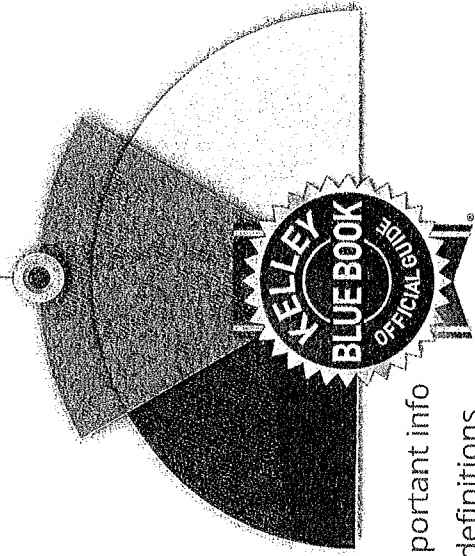
 Repair Estimator: See Pricing
What's a fair price?



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

Private Party Range
\$4,054 - \$6,039
Private Party Value
\$5,047



i Important info & definitions

Condition: Fair

Valid for ZIP Code **87031** through **12/02/2020**

4.6 ★ (906 Ratings)

[Write a review](#)

See How Others Price Your Car

competitive price when you know what others are asking.



Torrance County

Property Disposition Committee

Torrance County Resolution 2020-07

Date: 12-2-2020

Requesting Department: Road

Property Subject of Request: Vehicle 2009 Ford F150

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	SR	
2	Photos, hard or digital copies, are attached for review.	SR	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Jerry and</u>	SR	
4	Committee verified current resale or market value.	SR	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	SR	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	SR	

Committee Notes:
<p><i>Purchased by Road From GSD proceeds go to Road department</i></p>

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

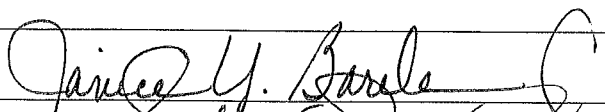
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

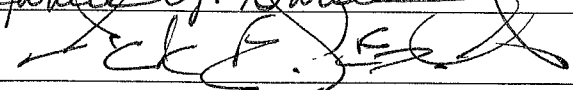
	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

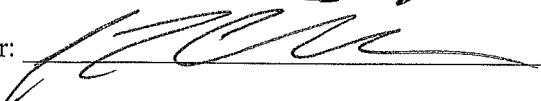
Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: 

Operations Manager: 

Finance Director: 

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP – Asset Cloud)		

8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980

STATE OF NEW MEXICO
TAXATION & REVENUE DEPARTMENT
MOTOR VEHICLE DIVISION
APPLICATION FOR VEHICLE
TITLE AND REGISTRATION
MVD-10001 REV. 09/09

Title Number
15055934A664490

**DIVISION
USE ONLY**



Vehicle Identification Number 1FTNF21P44EB25507		Year 2004	Make FORD	Model / Series SRW	Number of Lenses 0	Color(s) UN	Major UN	Minor
Secondary ID Number 1-031.00		Wt./Wheels 6220	First Year Reg. 2004	Date of Issue 02/24/2015	Type of Title 02	01 - First Time 02 - Title Transfer 03 - Lien Release 04 - Duplicate 05 - No Fee Corr. 11 - Non-Negotiable		
Name and Mailing Address of Registered Owner(s) TORRANCE COUNTY PO BOX 48 ESTANCIA NM 87016			DGVW 8800	Cyls. 08	Body Type PK	Type of Fuel G	(G) - Gasoline (D) - Diesel (L) - Liquefied (O) - Other	Odometer* 0272269 AM
			License Plate Number(s) G93480		Vehicle Brand		Vehicle Class TRUCK	
			Title Use G	Previous Title No. and State 04055134A287160 NM		Date Purchased 02/05/2015		
Fleet Number	Commercial Vehicle	"2290" N	2-Year Registration N	# of Passengers 000	# of Doors 0	# of Seats 000		
1st Reg. Owner's Social Security / Employer Identification / CRS No. XXX-XX-0000			1st Reg. Owner D.O.B.		N.M. Driver License No.		N.M. Veteran Cert. No. 00000000	
FIRST LIEN HOLDER	File Date	Maturity Date		SECOND LIEN HOLDER	File Date	Maturity Date		
Name and Address 00000				Name and Address 00000				
Canceled Plate No.	Dealer Lic. No. 000000001	Mobile Home Size 00*000	Cnty. 00	Approximate Location (Mobile Home)			Suspended By:	
Trade-In VIN (If Applicable)				REG. EXPIRATION: MONTH DAY YEAR 01/31/2050			Cleared By:	
Residence Address If Different Than Mailing Address PO BOX 48 ESTANCIA NM 87016				Reg. Sticker Number: 000000000			Sale Price: 0.00	
				IMPORTANT: THERE IS A PENALTY CHARGE FOR FAILING TO RENEW BY THIS DEADLINE.			Less Trade-In: 0.00	
ODOMETER DISCLOSURE STATEMENT								
FEDERAL AND STATE LAW REQUIRES THE TRANSFEROR (SELLER) OF A VEHICLE TO STATE THE ODOMETER MILEAGE UPON TRANSFER OF OWNERSHIP. ANYONE CONVICTED OF A FRAUDULENT ODOMETER STATEMENT WILL BE SUBJECT TO FINES AND / OR IMPRISONMENT. I hereby certify that the ODOMETER READING of the vehicle described above is: _____ (no tenths) miles and that to the best of my knowledge stated mileage is (check one of the following):								
Mileage Codes		<input type="checkbox"/> THE ACTUAL MILEAGE (AM)		<input type="checkbox"/> MILEAGE IN EXCESS OF MECHANICAL LIMITS (EL)*		<input type="checkbox"/> WARNING: NOT THE ACTUAL MILEAGE - ODOMETER DISCREPANCY (NM)*		
Printed Name of Seller		X Signature of Seller		Date of Statement		90 Net Excise Tax: 0.00		
Printed Name of Purchaser		X Signature of Purchaser		Date of Statement		52 Late Reg. Penalty: 0.00		
NOTICE: Payment of the registration fee and acceptance of the application by the Motor Vehicle Division constitutes an affirmation that the applicant for title and registration has complied with the requirements of the Mandatory Financial Responsibility Act, NMSA 1978 §66-5-201 through 66-5-239.						51 Vets. Allowance: 0.00		
APPLICANT CERTIFICATION: I (We) hereby certify that the information given herein is true and correct to the best of my (our) knowledge and affirm that I (we) have complied with the requirements of the Mandatory Financial Responsibility Act with respect to this vehicle.						Net Registration: 0.00		
Printed Name of 1st Registered Owner		X Signature of 1st Registered Owner		Date of Statement		Spec. Plate Fee: X 0.00		
Printed Name of 2nd Registered Owner		X Signature of 2nd Registered Owner		Date of Statement		61 Admin. Fee: 0.00		
The Division is not responsible for false or fraudulent statements the applicant/registered owner makes in connection with this application, nor is the Division liable for lien recording errors. The registered owner must notify the Division of any errors contained in the title and registration issued pursuant to this application.						55 Transaction Fee: 0.00		
NGIC Check by: _____						70 Late Transfer Fee: 0.00		
Remarks: APP TITLE BOS						72 Duplicate Title Fee: 0.00		
ACCEPTED BY: Signature of M.V.D. Employee: _____ Date: _____						TOTAL FEES: \$0.00		



Torrance County

Request for Approval of Property Disposition

Section 13-6, NMSA 1978

Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Leonard Luzon
 - A. Department: Roads

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: _____

3. Reason(s) for Disposal: Needs modern

4. Recommended Use of Funds Generated by This Transaction: Purchasing New Trucks

5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: Road Dept.

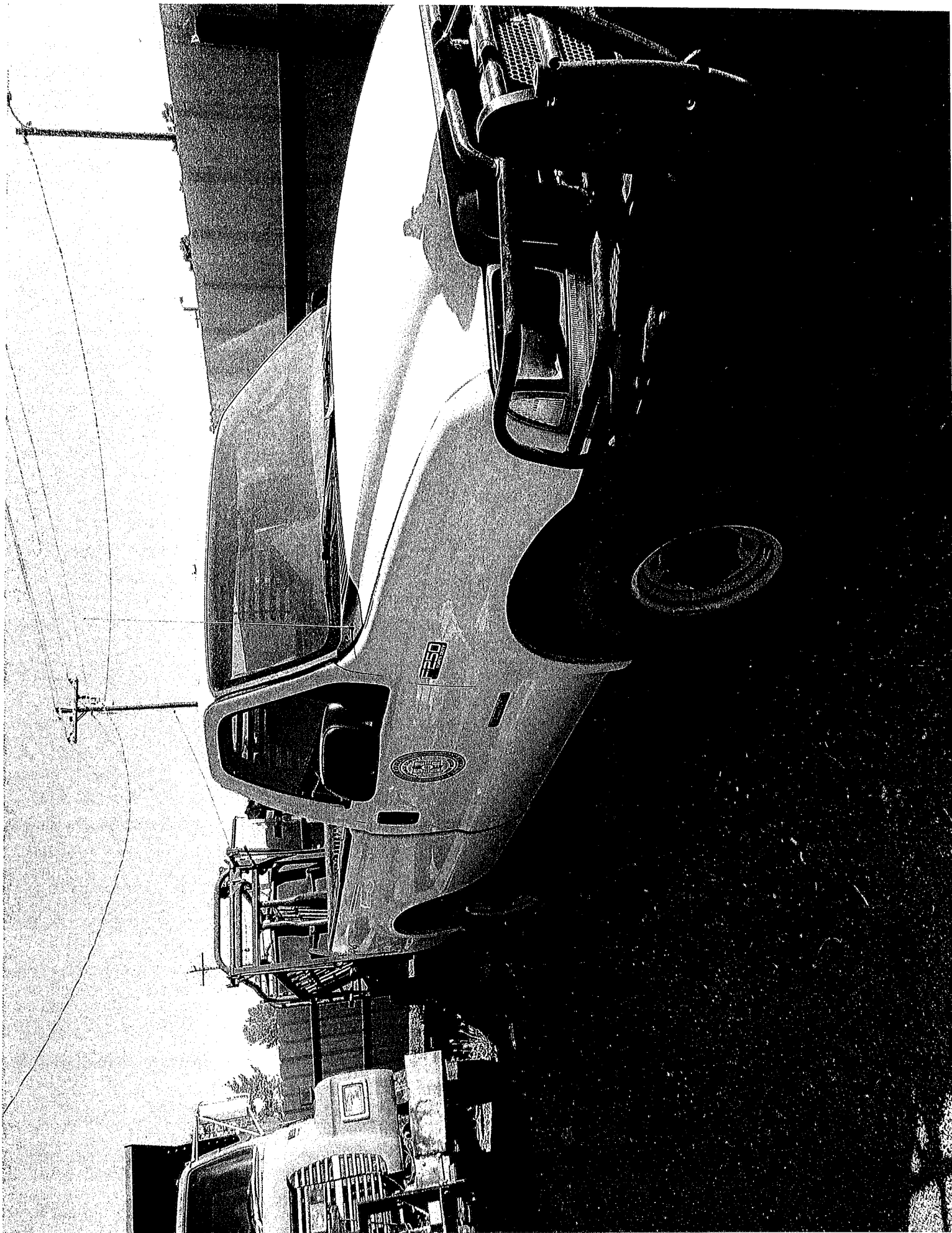
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road shop
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 2003
 - 6) Make/Model: Ford F250 4x4
 - 7) VIN/Serial Number: 1FTNF21P441B25507
 - 8) License Number: G-93480 44EB-25507
 - 9) Mileage: 307054.5
 - 10) **Current** Resale or Market Value: _____
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

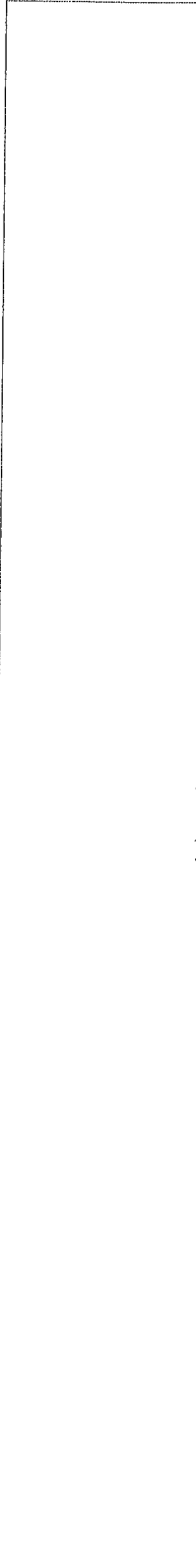
6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

7. **ADDITIONAL REQUIREMENTS** for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: _____

Date: 10-21-2020





Advertisement

Car's Value

2004 Ford F150 (heritage) Regular Cab XL STX Pickup 2D 8 ft

Los Lunas, NM 87031

Mileage: 307,054

Edit Options

4.6 (2486 Ratings)

Write a review



Save



Print



Recalls: Recall Data Unavailable

Check VIN number



Repair Estimator: See Pricing

What's a fair price?



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

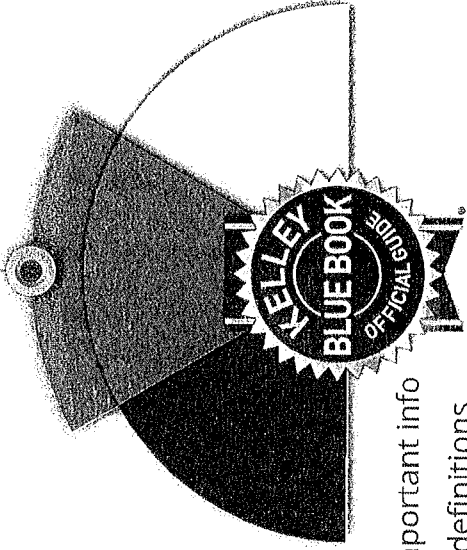
Instant Cash Offer


Trade-in

Private Party

Donate Your Car


Private Party Range
\$983 - \$2,386
Private Party Value
\$1,685



 Important info & definitions

Condition: Fair 

Valid for ZIP Code **87031** through **12/02/2020**

4.6  (2486 Ratings)

[Write a review](#)

See How Others Price Your Car

competitive price when you know what others are asking.



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 12-2-2020

Requesting Department: Road

Property Subject of Request: Vehicle, Truck 1998 Chevrolet GMP

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

Considerations		Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	02	
2	Photos, hard or digital copies, are attached for review.	02	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Jerry Oval</u>		
4	Committee verified current resale or market value.	02	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	02	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	02	

Committee Notes:

*Purchased by Road
From GSD
Proceeds go to Road*

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

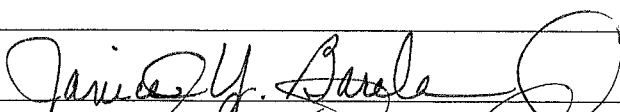
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

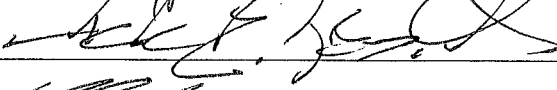
	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

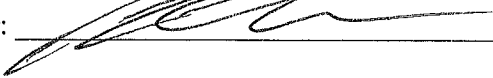
Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: 

Operations Manager: 

Finance Director: 

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP -- Asset Cloud)		

8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



Torrance County Request for Approval of Property Disposition

Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Leonard Lujan
 - A. Department: Road Dept

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: _____

3. Reason(s) for Disposal: Needs do much work do fix downy problems

4. Recommended Use of Funds Generated by This Transaction: To purchase new trucks

5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: Road Department

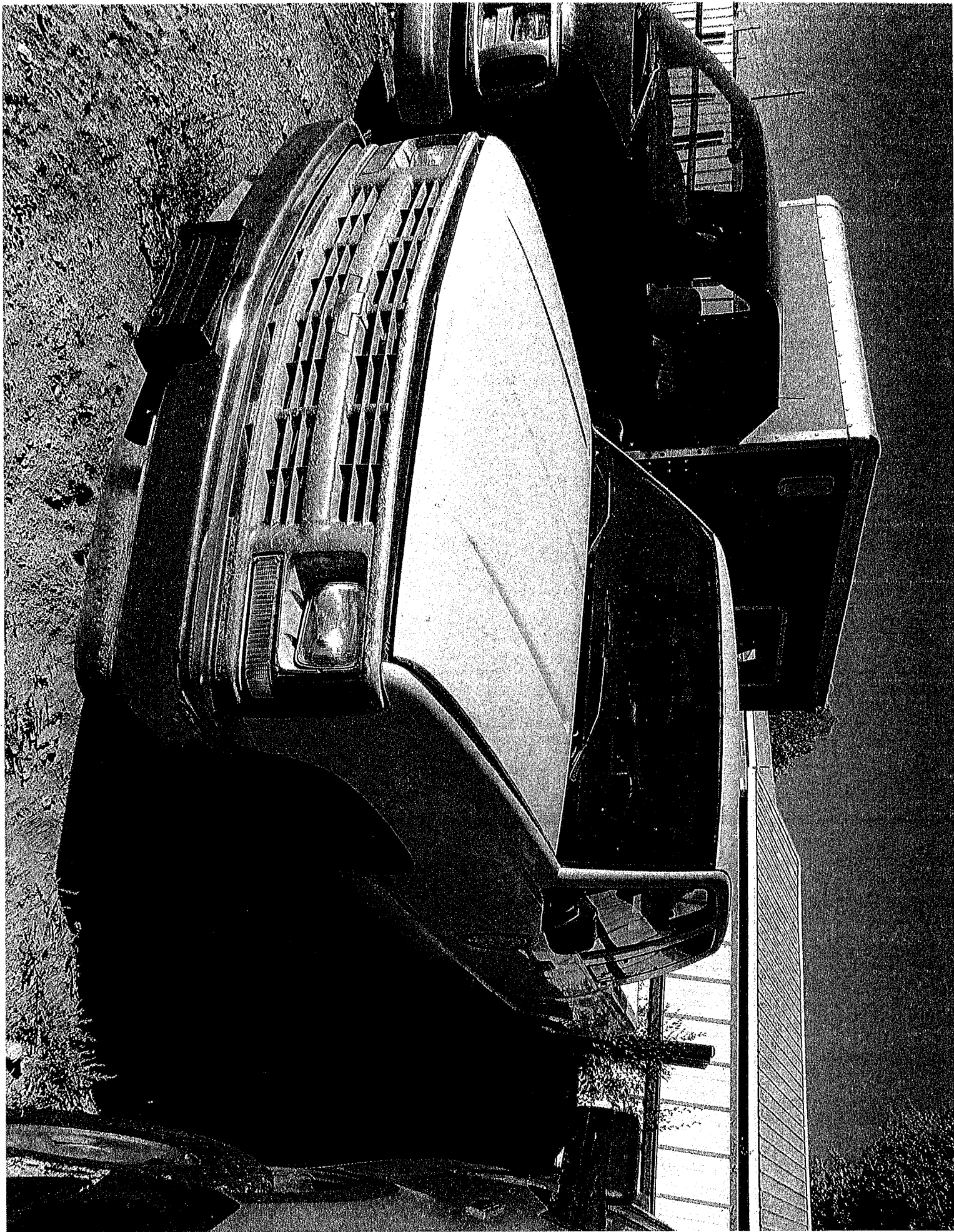
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road
 - 2) Location of Personal Property: Road shop.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 1998
 - 6) Make/Model: GM
 - 7) VIN/Serial Number: 16CEC19R3WE167050
 - 8) License Number: G83944
 - 9) Mileage: 191163
 - 10) **Current** Resale or Market Value: _____
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

7. **ADDITIONAL REQUIREMENTS** for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: _____

Date: 10-21-2020



Advertisement


My Car's Value

998 Chevrolet G-series 1500 Van

Car Los Lunas, NM 870319

Mileage: 191,163 

Edit Options

4.3  (85 Ratings)


[Write a review](#)



Save



Print

 Recalls: Recall Data Unavailable

[Check VIN number](#)



Repair Estimator: [See Pricing](#)

[What's a fair price?](#)



1 Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

[Instant Cash Offer](#)

[Trade-in](#)

[Private Party](#)

[Donate Your Car](#)



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 12-2-2020

Requesting Department: Road

Property Subject of Request: Vehicle 1995 Chevrolet Blazer

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	00	
2	Photos, hard or digital copies, are attached for review.	00	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Jeremy O'Leary</u>		
4	Committee verified current resale or market value.	00	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	00	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	00	

Committee Notes:

*Purchased by Road
From LSD
proceeds go into Road Fund*

Property Disposition Committee's Recommendation:

- Dispose, as requested
 - Do NOT dispose
 - Dispose, as amended by Committee: _____
- _____
- _____

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

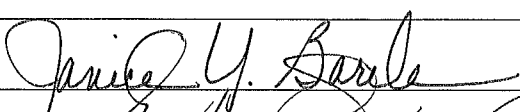
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
3	If tangible PERSONAL property, Committee physically verified identity and condition of property. If yes, list person(s) who verified: _____ _____		
4	If tangible PERSONAL property, committee verified current resale or market value.		
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.		
6	If tangible PERSONAL property is a vehicle or road equipment, Committee verified the County has the title or proof of ownership.		
7	If REAL property, committee verified the County owns the property.		
8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

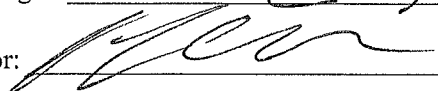
Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: 

Operations Manager: 

Finance Director: 

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Action Required	Date Completed	Initials
1	County Manager or designee shall submit request to the Department of Finance and Administration Local Government Division (LGD) for approval of property disposition, including a cover letter containing all applicable items found on Request for Approval of Property Disposition Checklist (see attached), along with a copy of Commission's signed Disposition Resolution.		
2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP – Asset Cloud)		

8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



Torrance County

Request for Approval of Property Disposition

Section 13-6, NMSA 1978
Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Leonard Lyson
 - A. Department: Road

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: _____

3. Reason(s) for Disposal: Dors need some work and does us no good no more

4. Recommended Use of Funds Generated by This Transaction: To purchase New Trucks

5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: Road Dept.

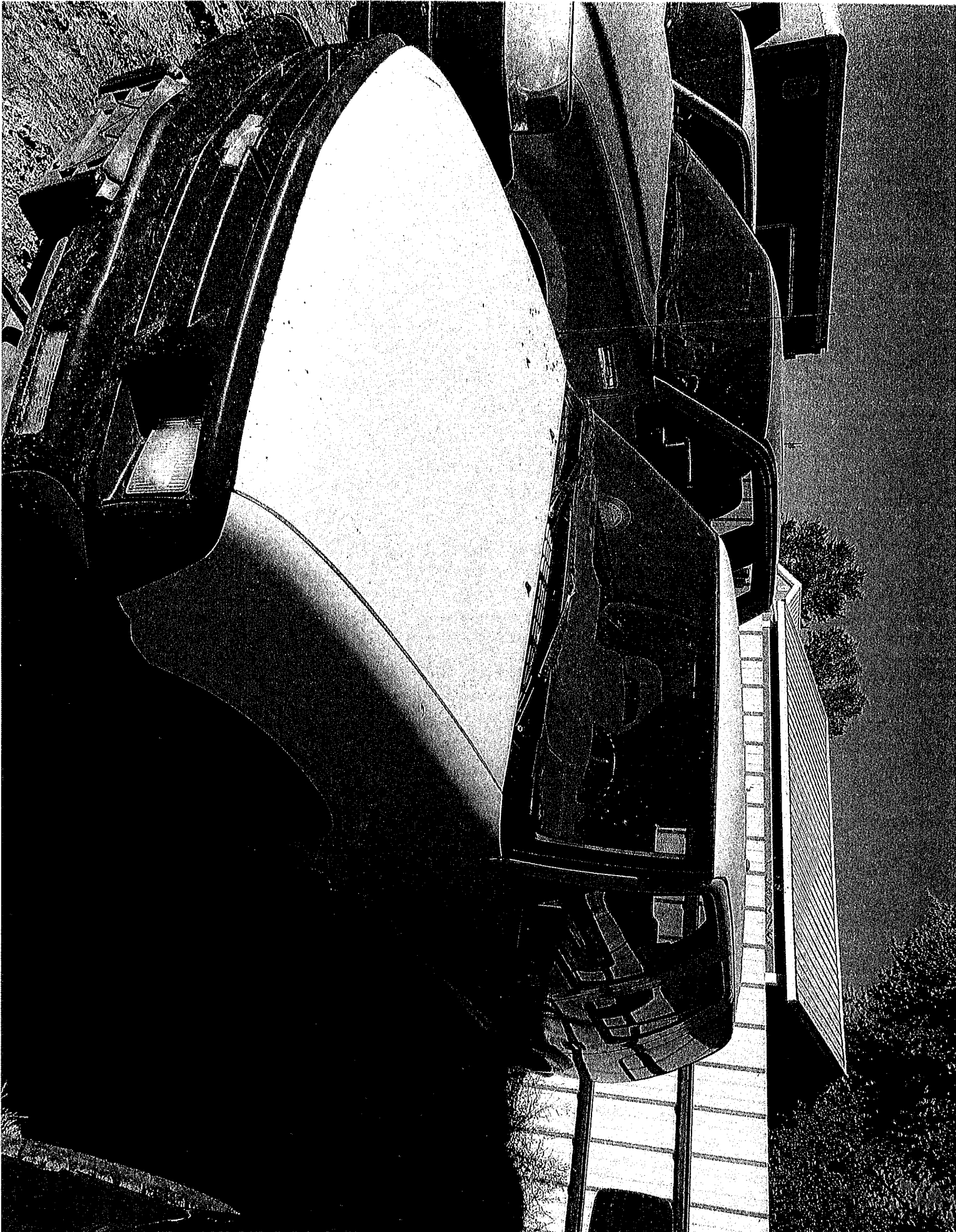
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road
 - 2) Location of Personal Property: Road shop
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 1995
 - 6) Make/Model: Blazer Chevy
 - 7) VIN/Serial Number: 1GNDT13WXS2226821
 - 8) License Number: G 83686
 - 9) Mileage: 231343
 - 10) **Current** Resale or Market Value: _____
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

7. **ADDITIONAL REQUIREMENTS** for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: _____

Date: 10-21-2020



Advertisement

Car's Value

95 Chevrolet Blazer sport utility 4D

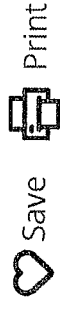
Los Lunas, NM 87031

Mileage: 231,343

Edit Options

4.0 (1422 Ratings)

Write a review



Recalls: Recall Data Unavailable

Check VIN number



Repair Estimator: See Pricing

What's a fair price?



Compare Your Values

Use these values to help make a confident decision on whether to sell, trade or donate your car.

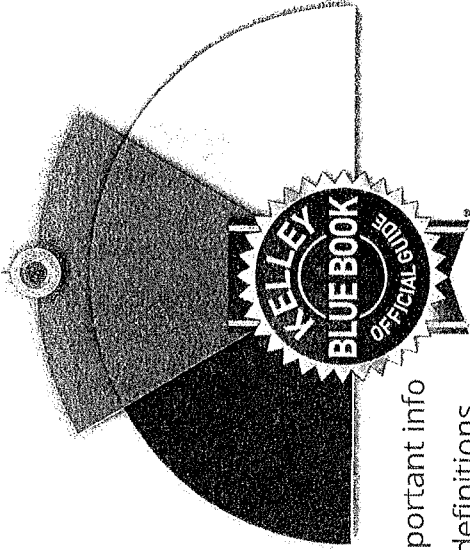
Instant Cash Offer

Trade In

Private Party

Donate Your Car

Private Party Range
\$527 - \$1,616
Private Party Value
\$1,072



i Important info
& definitions

Condition: Fair

Valid for ZIP Code **87031** through **12/02/2020**

4.0 ★ (1422 Ratings)

[Write a review](#)

See How Others Price Your Car

competitive price when you know what others are asking.



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 12-2-2020

Requesting Department: Roed

Property Subject of Request: Vehicle Truck 2009 Ford F150

Disposition Type:

1. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.	✓	
2	Photos, hard or digital copies, are attached for review.	✓	
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>Jeremy Dun</u>	✓	
4	Committee verified current resale or market value.	✓	
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

Purchased by Roed department funds
From LSD
Sold to Roed

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

2. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
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Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

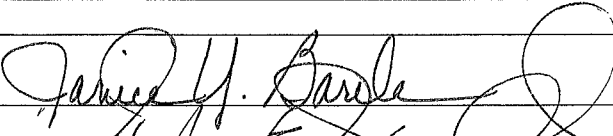
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Considerations	Yes	No
1	Request for Approval of Property Disposition form is complete and signed by Department Head or Elected Official.		
2	Photos, hard or digital copies, are attached for review.		
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Committee Notes:

Property Disposition Committee's Recommendation:

- Dispose, as requested
- Do NOT dispose
- Dispose, as amended by Committee: _____

County Manager: 

Operations Manager: 

Finance Director: 

To Be Completed by Manager/Finance

Property Disposition Approval/Checklist

4. Board of County Commissioners, by Resolution No. _____ Date: _____

5. Tangible **PERSONAL** Property with Current Resale Value of \$5,000 or Less:

	Action Required	Date Completed	Initials
1	County Manager or designee shall send to Department of Finance and Administration Local Government Division (LGD) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
2	County Manager or designee shall send to Office of State Auditor (OSA) notification of property disposition, including cover letter stating all statutory requirements have been met, along with a copy of Commission's signed Disposition Resolution.		
3	<i>Wait thirty (30) days after notification to LGD and OSA.</i>		
4	Dispose of property in manner indicated by Disposal Resolution.		
5	Remove property from County's capital asset list if applicable. (Triadic)		
6	Remove property from asset tracking software if applicable. (WASP – Asset Cloud)		
7	Attach proof that County notified LGD and OSA.		

6. Tangible **PERSONAL** Property Valued over \$5,000 or **REAL** Property Valued over \$5,000 but No More than \$25,000:

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2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials the County provided LGD.		
4	If LGD exercises its authority, the REAL or tangible PERSONAL property shall be disposed by offering for sale or donation to a state agency, local public body, school district or state educational institution.		
5	For First Responder Vehicles, remove emergency equipment.		
6	For First Responder Vehicles disposed with emergency equipment, file justification for leaving on emergency equipment.		
7	If LGD approves the County's request, dispose of property in manner indicated by Disposal Resolution.		
8	Remove property from County's capital asset list. (Triadic)		
9	Remove property from asset tracking software. (WASP – Asset Cloud)		
10	Attach proof of LGD approval and of approval letter sent to OSA.		

7. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	Action Required	Date Completed	Completed By
1	County Manager or designee shall submit request disposition packet to the State Board of Finance (BOF) for approval of property disposition, including cover letter, along with signed Disposition Resolution.		
2	Provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Complete request disposition packet must be submitted to the BOF within the established deadline prior to meeting. Contact the BOF at 505-827-4980 for specific requirements.		
4	Upon the County receiving the BOF's approval for disposition of property, dispose in manner indicated by Disposal Resolution or as amended by the BOF.		
5	Remove property from County's capital asset list. (Triadic)		
6	Remove property from asset tracking software. (WASP – Asset Cloud)		

8. Contact Numbers:

- A. Department of Finance Administration Local Government Division (LGD): 505-827-4950
- B. Office of the State Auditor (OSA): 505-476-3800
- C. State Board of Finance (BOF): 505-827-4980



Torrance County

Request for Approval of Property Disposition

Section 13-6, NMSA 1978

Torrance County Resolution 2020-07

1. Department Head Requesting Disposition: Leonard Hugen
 - A. Department: Road

2. Type of Disposition:
 - A. **REAL** Property appraised at less than \$25,000
(If more than \$25,000, requires State Board of Finance approval.)
 Sale Exchange Donate

 - B. Tangible **PERSONAL** Property
 Sale Exchange Donate Other: _____

3. Reason(s) for Disposal: Needs major work and Electrical problems

4. Recommended Use of Funds Generated by This Transaction: To purchase new trucks

5. Details of Disposal:
 - A. **REAL** Property:
 - 1) Property name/identifier/address/legal description: Road Dept

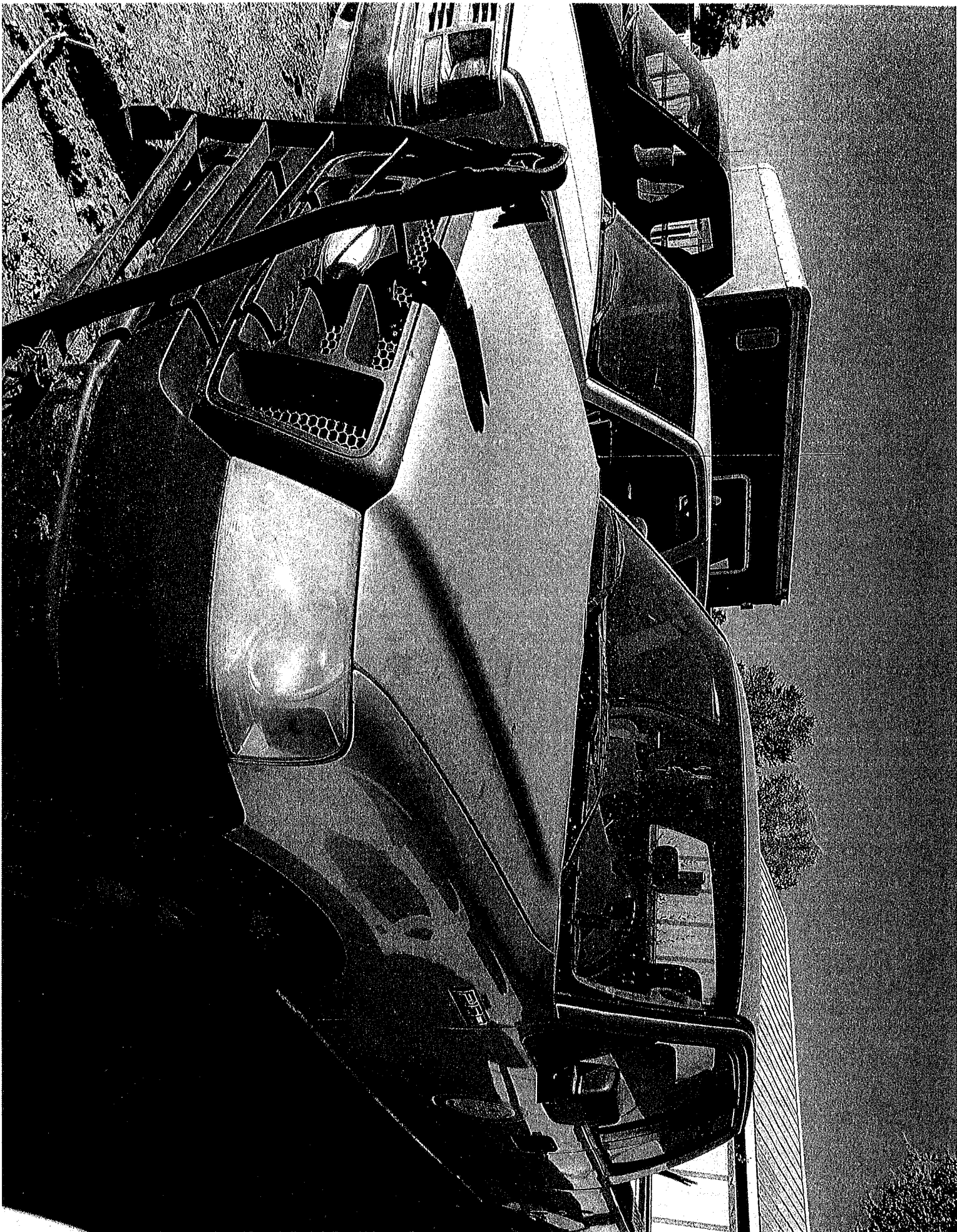
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road Yard.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 2006
 - 6) Make/Model: Ford
 - 7) VIN/Serial Number: 1FTPX14VX6NB62607
 - 8) License Number: G 97197
 - 9) Mileage: NA
 - 10) **Current** Resale or Market Value: _____
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

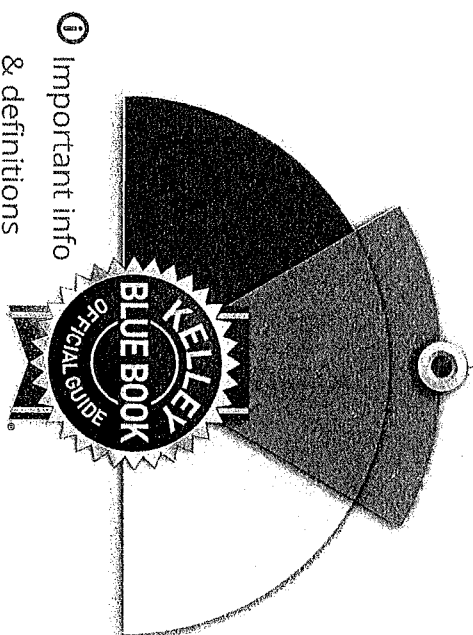
7. **ADDITIONAL REQUIREMENTS** for **REAL** Property Disposition:
 - A. Appraisal (if current value exceeds \$5,000)
 - B. Copy of quitclaim deed (WARRANTY DEEDS are not allowed.)

Department Head's Signature: _____

Date: 10-21-2020



Trade-in Range
\$347 - \$1,740
Trade-in Value
\$1,044



Condition:

Fair



Valid for ZIP Code **87031** through **12/02/2020**

4.6 ★ (2486 Ratings)

[Write a review](#)

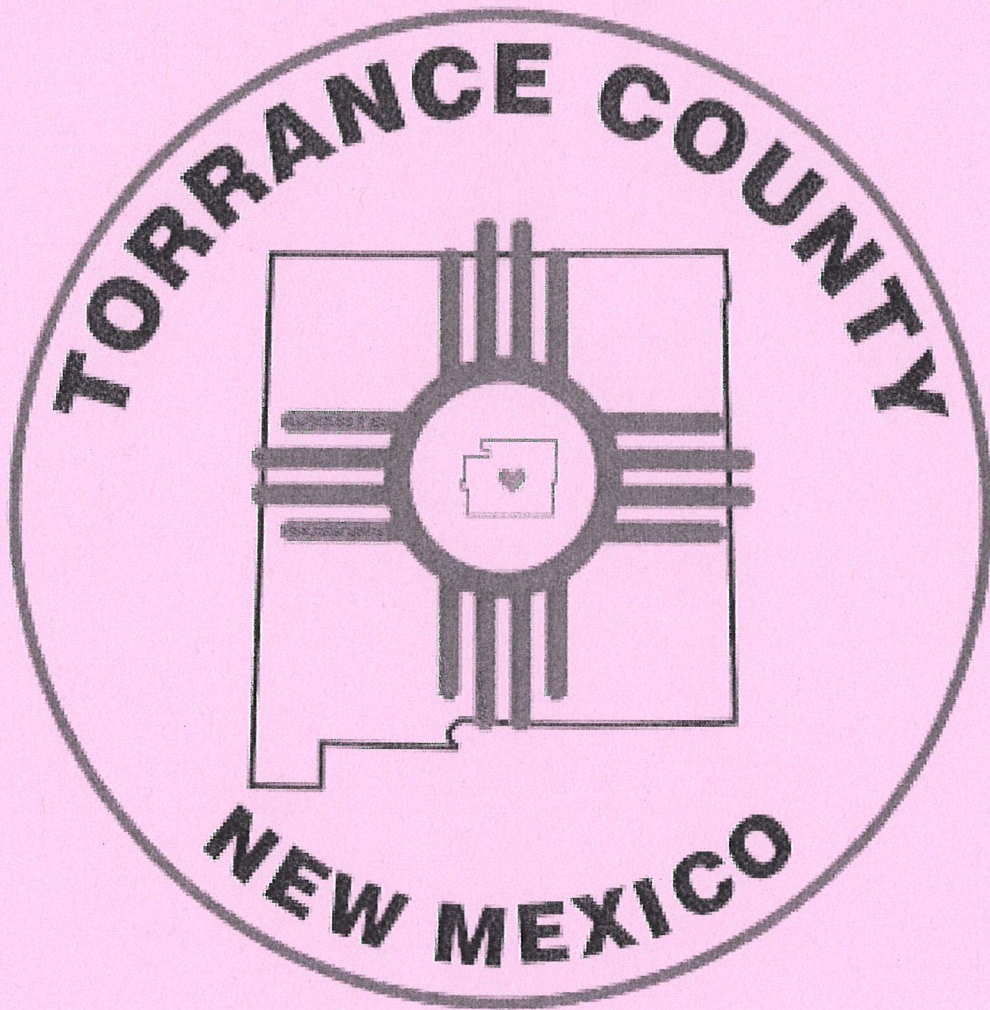
2 Start the Trade-in Process Online

Stay safe at home while getting a no-obligation quote for your next car.

You're Interested In:

Your Trade-in:

Popular Now 10 Best Car Deals in April :



*Agenda Item
No. 11-F*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2020-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
TORRANCE COUNTY SHERIFF'S OFFICE PATROL VEHICLES
20-E2772**

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Paragraph 428; the Legislature made an appropriation to the Department of Finance and Administration through the Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee" to fund the Torrance County Sheriff's Office Patrol Vehicles project; and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed Ninety-five Thousand Dollars (\$95,000.00) to purchase and equip vehicles for the Torrance County Sheriff's Office in Torrance County; and

WHEREAS, the DFA/LGD has submitted agreement 20-E2772 to grantee for acceptance; and

NOW, THEREFORE BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Philip Tenorio, Deputy County Manager, or successor, is authorized on behalf of the County to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

DONE THIS 9th DAY OF December, 2020.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Javier Sanchez, Vice Chair

Kevin McCall, Member

ATTEST:

Linda Jaramillo, County Clerk
Date: _____

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

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

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 428, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

20-E2772 \$95,000.00 Appropriation Reversion Date: 6/30/2022
Laws of 2020, Chapter 81, Section 35, Para. 428, ninety-five thousand dollars (\$95,000.00)
to purchase and equip vehicles for the sheriff's office in Torrance county;

The Grantee's total reimbursements shall not exceed **ninety-five thousand dollars (\$95,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP Amount")^[1], if applicable, zero dollars (**\$0.00**), which equals **ninety-five thousand dollars (\$95,000.00)** (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Torrance County
 Name: Janice Barela
 Title: County Manager
 Address: P. O. Box 48, Estancia, NM 87016
 Email: jbarela@tcnm.us
 Telephone: (505) 544-4703

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: Torrance County
 Name: Janice Barela
 Title: County Manager
 Address: PO Box 48, Estancia, NM 87016
 Email: jbarela@tcnm.us
 Telephone: (505) 544-4703

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

Department: DFA/Local Government Division
Name: Maria Urban
Title: Project Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico, 87501
Email: maria.urban@state.nm.us
Telephone: (505) 827-8061

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

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

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

A. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Torrance County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Torrance 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 **Torrance County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Torrance County** or the Department."

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

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

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

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

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

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

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Torrance County

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

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

Its: Division Director

Signature

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
C. Phone No: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

III. Fiscal Year : _____

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

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

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

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

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

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

Division Fiscal Officer

Date

Division Project Manager

Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

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

Vendor or Contractor: _____
Third Party Obligation Amount: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____

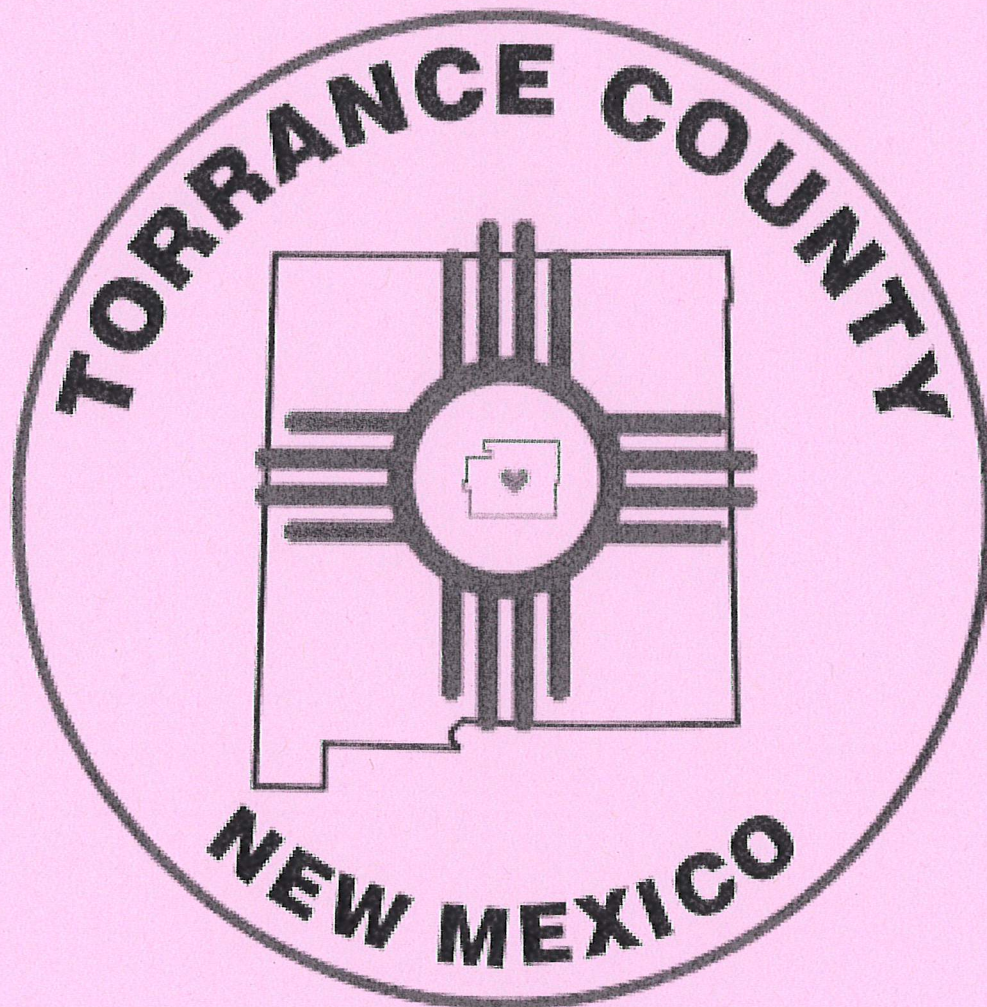
I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____
The Amount of this Notice of Obligation: _____
The Total Amount of all Previously Issued Notices of Obligation: _____
The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

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

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

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



Agenda Item
No. 11-G

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2020-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
TORRANCE COUNTY DURAN WATER SYSTEM IMPROVEMENTS
SAP 20-E2241-STB**

WHEREAS, in the Laws of 2020, Chapter 81, Section 26, Paragraph 142; the Legislature made an appropriation to the New Mexico Environment Department, hereinafter called "NMED," to make available to Torrance County, hereinafter called the "Grantee" to fund the Torrance County Duran Water System Improvements project; and

WHEREAS, the NMED is granting to Grantee funding not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) to plan, design and construct water system improvements for Duran in Torrance County; and

WHEREAS, the NMED has submitted agreement SAP 20-E2241-STB to grantee for acceptance; and

NOW, THEREFORE BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Philip Tenorio, Deputy County Manager, or successor, is authorized on behalf of the County to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

DONE THIS 9th DAY OF December, 2020.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney

Date

Ryan Schwebach, Chair

Javier Sanchez, Vice Chair

Kevin McCall, Member

ATTEST:

Linda Jaramillo, County Clerk

Date: _____

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
CAPITAL APPROPRIATION PROJECT
TORRANCE COUNTY DURAN WATER SYSTEM IMPROVEMENTS
SAP 20-E2241-STB**

THIS AGREEMENT is made and entered into as of this [____] day of [____], 20[___], by and between the New Mexico Environment Department hereinafter called the “Department” or “NMED”, and Torrance County hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 26, Paragraph 142, 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, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

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:

**SAP 20-E2241-STB (\$120,000.00) APPROPRIATION REVERSION DATE: June 30, 2024
Laws of 2020 Chapter 81, Section 26, Paragraph 142, One Hundred Twenty Thousand Dollars (\$120,000.00);**

to plan, design and construct water system improvements for Duran in Torrance county

The Grantee’s total reimbursements shall not exceed One Hundred Twenty Thousand Dollars (\$120,000.00) minus the allocation for Art in Public Places¹, if applicable, No Dollars (\$0.00) which equals One Hundred Twenty Thousand Dollars (\$120,000.00) (the “Adjusted Appropriation Amount”).

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

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 Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the 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

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

- 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: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

Please provide this information in the Resolution and Signature page; this page does NOT need to be completed.

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: New Mexico Environment Department
Name: Bertha Aragon
Title: Project Administrator
Address: Construction Program Bureau
 NMED, Harold Runnels Building
 P.O. Box 5469
 Santa Fe, NM 87502

Email: bertha.aragon@state.nm.us
Telephone: 505-670-3615

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, 2024 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

- (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) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, 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 sub awards, 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 Torrance County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Torrance 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 Torrance County or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Torrance 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 New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the Torrance County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Torrance County’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES (Applicable only if the appropriation is funded by Severance Tax Bonds or General Obligations Bonds).

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.

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Authorization Page

TORRANCE COUNTY DURAN WATER SYSTEM IMPROVEMENTS SAP 20-E2241-STB

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Designee

Date

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

I. Grantee Information		II. Payment Computation	
A. Grantee: Torrance County		A. Payment Request No.	
B. Address:		B. Grant Amount: \$120,000.00	
		C. AIPP Amount (if Applicable): \$0.00	
		D. Funds Requested to Date:	
C. Phone No:		E. Amount Requested this Payment:	
D. Grant No: SAP 20-E2241-STB		F. Reversion Amount (if Applicable):	
E. Project Title: TORRANCE COUNTY DURAN WATER SYSTEM IMPROVEMENTS		G. Grant Balance:	
F. Grant Expiration Date: 6/30/2024		H. ___GF ___GOB ___STB (attach wire if first draw)	
		I. ___Final Request for Payment (if Applicable)	
III. Fiscal Year:			
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30 20XX of the following year)</i>			
IV. <input type="checkbox"/>		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. <input type="checkbox"/>		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			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division (SAP PA) Fiscal Officer/ Date:		Division (CPB) Project Manager/Date:	

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

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: Sara Rhoton

FROM: Grantee: Torrance County

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: SAP 20-E2241-STB

Grant Termination Date: June 30, 2024

As the designated representative of the Department for Grant Agreement number SAP 20-E2241-STB 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: [_____]]

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.

NMED ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

Name of Grantee: Torrance County
Project Number: SAP 20-E2241-STB

X **X**

Official Representative/Date **NMED Project Manager Approval/Date**

**NMED ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- B. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, for any one circumstance, engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html.
- D. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant shall meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.
- E. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver of the report requirement has been received.
- F. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids.

- G. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review **prior to** advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- H. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- I. The selected contractor will submit a construction schedule to the Grantee and NMED if requested at the pre-construction conference with a copy to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.
- J. The Grantee will provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- K. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- L. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- M. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.
- N. NMED will reimburse the grantee its actual costs when NMED determines, in its sole discretion, that expenditures were appropriate under the terms of the Agreement and that the expenditures were properly documented.

NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

CLOSEOUT

- O. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and NMED.
- P. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- Q. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- R. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish

receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

With the exception of easements (See Article 1.G above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.

NMED Attachment C
NMED Contact Information Sheet
Project Number SAP 20-E2241-STB
Grantee Torrance County

Project Manager: Sara Rhoton
Project Manager Address: 121 Tijeras Ave NE, Ste 1000
Albuquerque, NM 87102
Phone: 505-629-7541
Email: sara.rhoton@state.nm.us

Project Administration: Bertha Aragon
Project Admin Address: 1190 St. Francis Drive S-2072
Santa Fe, NM 87502
Phone: 505-670-3615
Email: bertha.aragon@state.nm.us

For General Assistance, please call 505-827-2806 and ask for “Special Appropriations” or email:
NMENV-cpbsap@state.nm.us

**NMED ATTACHMENT D DISBURSEMENT REQUEST
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY

B. PROJECT NUMBER

C. DISBURSEMENT REQUEST NUMBER

D. GRANT AMOUNT

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Article IX.A. (ii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.

Article IX.A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; 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.

Signature of Authorized Official	Typed or Printed Name:	Phone:	Date:
X			

NMED Attachment E
New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
Project SAP 20-E2241-STB
Grantee Torrance County
Payment Request No _____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution Number

Whereas, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as Project Number SAP _____

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Name, Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

Authorized Officer Name, Authorized Officer Title, or successor is the OFFICAL REPRESENTIVES or ALTERNATE OFFICAL REPRESENTATIVE who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and Notice of Obligations (NOO)) and to act as the project contact (*may have more than one*), and

Name of Authorized Agent or Employee, Title, or successor is the Capital Projects Monitoring System (CPMS) contact who is authorized to update the CPMS database on a monthly basis. (*optional*)

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

(Signature) **Date**

(SEAL)

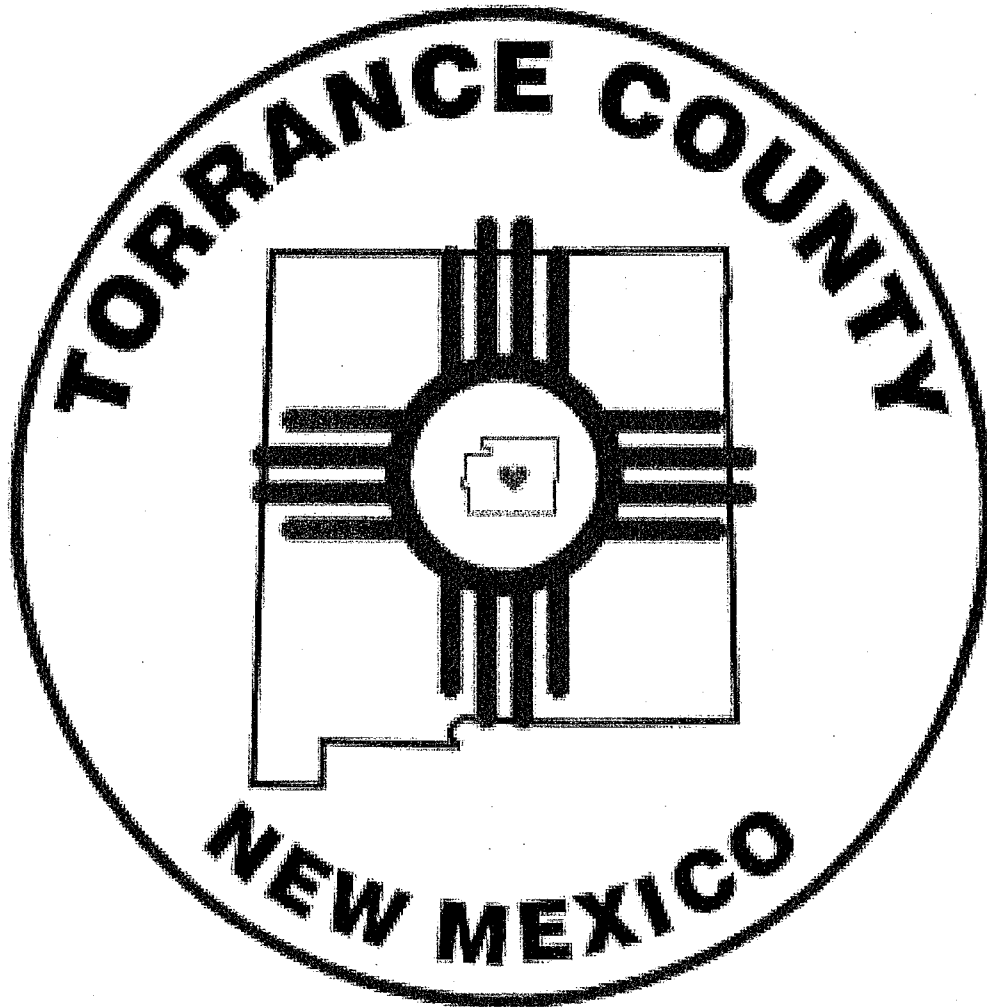
ATTEST:

(Municipal Clerk)

Name of Grantee: _____ Project Number: _____

Current Authorized Signatures (submit with Signature Resolution; update when necessary)

Authorized to Sign Grant Agreement	
Name	
Title	
Signature	
Address	
Email	
Phone	
Authorized Officer/Official Representative; To sign Disbursement Requests and All Other Documents	
Name	
Title	
Signature	
Address	
Email	
Phone	
Agent or Employee that will make Monthly CPMS Updates	
Name	
Title	
Signature	Signature Not Required
Address	
Email	
Phone	



Agenda Item
No. 11-H

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2020-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
TORRANCE COUNTY ROAD DEPARTMENT SHOP/YARD
20-E2776**

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Paragraph 432; the Legislature made an appropriation to the Department of Finance and Administration through the Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee" to fund the Torrance County Road Department project; and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed Five Hundred Fifty Thousand Dollars (\$550,000.00) to plan, design, construct and equip a shop and yard for the Torrance County Road Department in Estancia in Torrance County; and

WHEREAS, the DFA/LGD has submitted agreement 20-E2776 to grantee for acceptance; and

NOW, THEREFORE BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County agrees to the terms set forth in the agreement and Janice Y. Barela, County Manager, or successor, or her alternate, Philip Tenorio, Deputy County Manager, or successor, is authorized on behalf of the County to sign the Grant Agreement for this project, act as the project contact, and serve as the point of contact to sign all other documents necessary to fulfill the Grant Agreement and requirements.

DONE THIS 9th DAY OF December, 2020.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Javier Sanchez, Vice Chair

Kevin McCall, Member

ATTEST:

Linda Jaramillo, County Clerk
Date: _____

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

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

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 432, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

20-E2776 \$550,000.00 Appropriation Reversion Date: 6/30/2024
Laws of 2020, Chapter 81, Section 35, Para. 432, five hundred fifty thousand dollars (\$550,000.00) to plan, design, construct and equip a shop and yard for the Torrance county road department in Estancia in Torrance county.

The Grantee's total reimbursements shall not exceed **five hundred fifty thousand dollars (\$550,000.00)** (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP Amount")^[1], if applicable, **five thousand five-hundred dollars (\$5,500.00)**, which equals **five hundred forty-four thousand five-hundred dollars (\$544,500.00)** (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

ARTICLE III NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Torrance County
 Name: Janice Barela
 Title: County Manager
 Address: P. O. Box 48, Estancia, NM 87016
 Email: jbarela@tcnm.us
 Telephone: (505) 544-4703

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: Torrance County
 Name: Janice Barela
 Title: County Manager
 Address: P. O. Box 48, Estancia, NM 87016
 Email: jbarela@tcnm.us
 Telephone: (505) 544-4703

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

Department: DFA/Local Government Division

Name: Maria Urban

Title: Project Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico, 87501

Email: maria.urban@state.nm.us

Telephone: (505) 827-8061

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

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

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

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

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

A. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Torrance County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Torrance 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 **Torrance County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Torrance County** or the Department."

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

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

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

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

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

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

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

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

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

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

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Torrance County

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Signature of Official with Authority to Bind Grantee

Date

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

Its: Division Director

Signature

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

- A. Grantee: _____
- B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip
- C. Phone No: _____
- D. Grant No: _____
- E. Project Title: _____
- F. Grant Expiration Date: _____

II. Payment Computation

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

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

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

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

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

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

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

Division Fiscal Officer

Date

Division Project Manager

Date

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee
Grant Number: _____
Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

The Total Amount of all Notices of Obligation to Date: _____ \$ 0.00

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

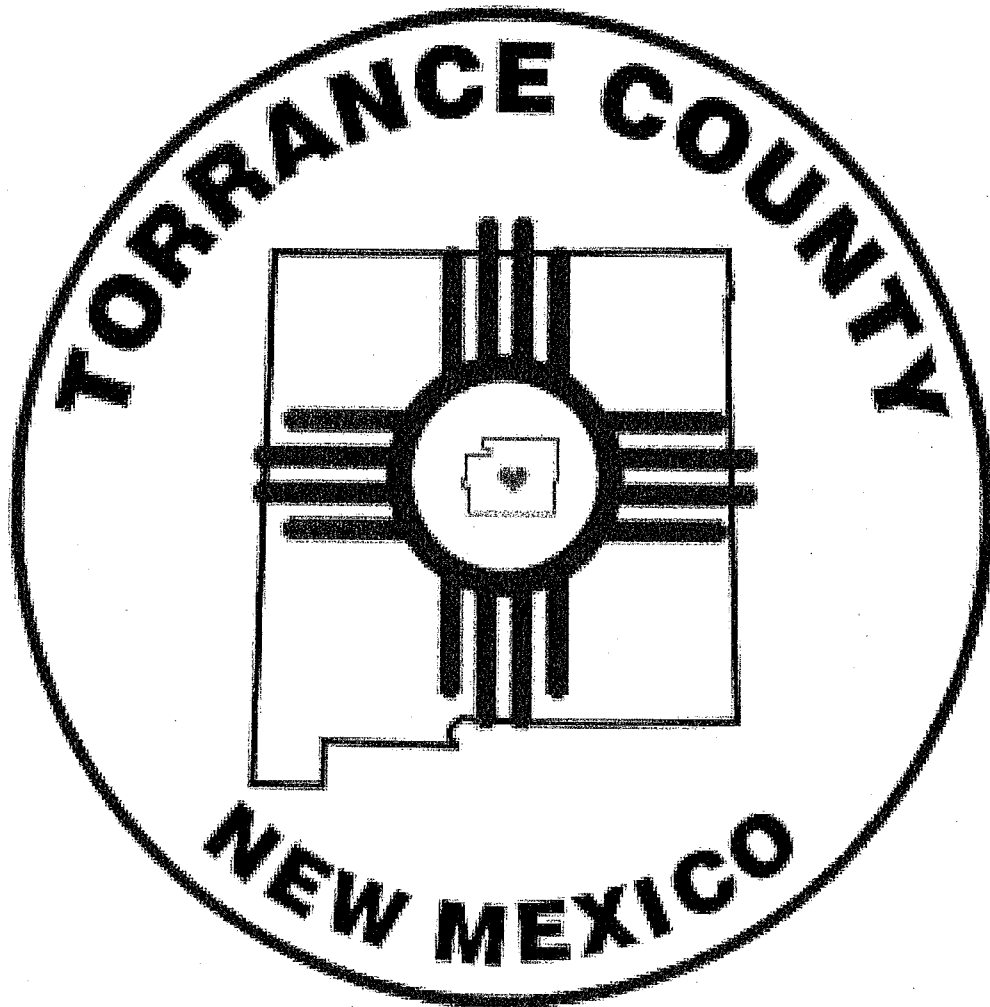
Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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



Agenda Item
No. 11-I



Resolution # 2020-_____.

RESOLUTION FINDING RUBBISH, WRECKAGE, AND DEBRIS UPON LOT NUMBERED THIRTEEN (13) IN BLOCK NUMBERED SIX (6) IN UNIT NUMBERED ONE (1) OF RANCHOS ENCANTADOS SUBDIVISION BETTER KNOWN AS 87 CABALLO AVE TO BE A MENACE TO PUBLIC COMFORT, HEALTH, PEACE OR SAFETY AND REQUIRING REMOVAL

WHEREAS LOT NUMBERED THIRTEEN (13) IN BLOCK NUMBERED SIX (6) IN UNIT NUMBERED ONE (1) OF RANCHOS ENCANTADOS SUBDIVISION BETTER KNOWN AS 87 CABALLO AVE BELONGING TO JEFFERY CANNON and,

WHEREAS, the above described property constitutes a hazard; and,

WHEREAS, , ruins, rubbish, wreckage, debris, and other types of solid waste (hereinafter collectively referred to as “Debris”) are strewn across the Property constituting the Site, as shown by the photographs attached to this Resolution as Exhibits P&Z 1 through 6; and,

WHEREAS, the Debris threatens the public comfort, health, peace or safety in Torrance County by creating a breeding ground for diseases, vectors and vermin, posing a fire danger, posing a danger to human health, and depressing property values; and,

WHEREAS, Torrance County has budgeted funds available in the form of clean up funds and ,

WHEREAS, Torrance County has the authority, pursuant to NMSA 1978, § 3-18-5, to require the removal of such unhealthful Debris;

NOW, THEREFORE, BE IT RESOLVED, that the Torrance County Commission hereby:

1. **FINDS** Lot Numbered THIRTEEN (13) IN BLOCK NUMBERED SIX (6) IN UNIT NUMBERED ONE (1) OF RANCHOS ENCANTADOS SUBDIVISION BETTER KNOWN AS 87 CABALLO AVE has upon it a rubbish, wreckage or debris which is a menace to the public comfort, health, peace or safety; and,
2. **ORDERS**, Jeffery Cannon (see exhibit #8) or other owner, occupant or agent in charge of, Lot Numbered THIRTEEN (13) IN BLOCK NUMBERED SIX (6) IN UNIT NUMBERED ONE (1) OF RANCHOS ENCANTADOS SUBDIVISION BETTER KNOWN AS 87 Caballo AVE (see exhibit #7) to remove Debris from said property; and,
3. **AUTHORIZES** the Torrance County Manager to cause the removal of the Debris and to file a lien against the above described property for the cost of removing the Debris, if the owner, occupant or agent in charge of the respective property fails to commence removal of the Debris on their property or fails to file a written objection to this Resolution within ten (10) days of the receipt or posting of this Resolution as specified in NMSA 1978, § 3-18-5.

DONE at Estancia, New Mexico, Torrance County this December 9th, 2020.

TORRANCE COUNTY COMMISSION

Ryan Schwebach, Chair

Kevin McCall

Javier Sanchez

Attest:

County Clerk

Exhibit 1

87



10/05/2020 11:55

Exhibit 2



10/05/2020 11:54

Exhibit # 3



10/05/2020 11:55

Exhibit #
4



Exhibit
#5

10/05/2020 11:58

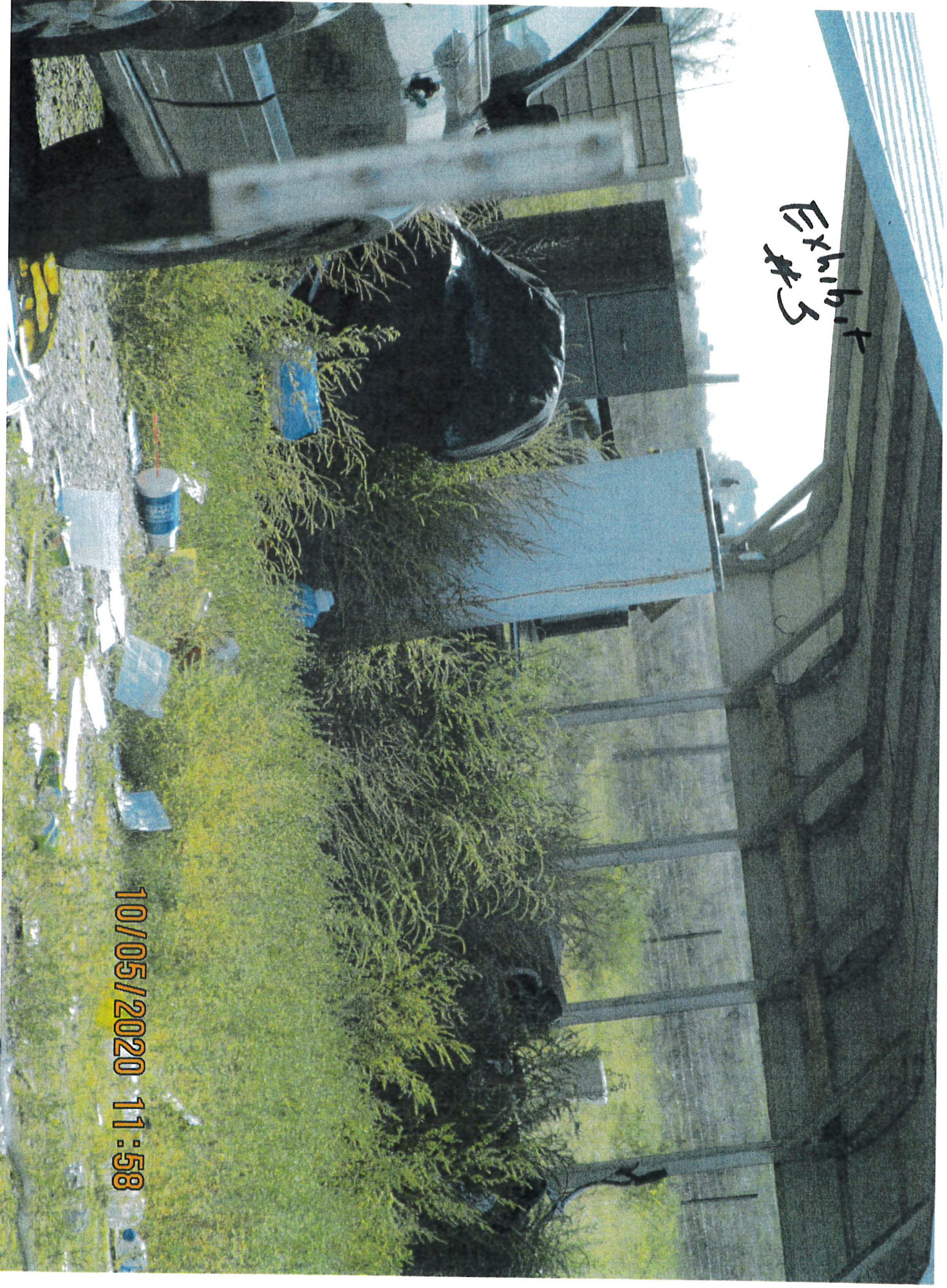
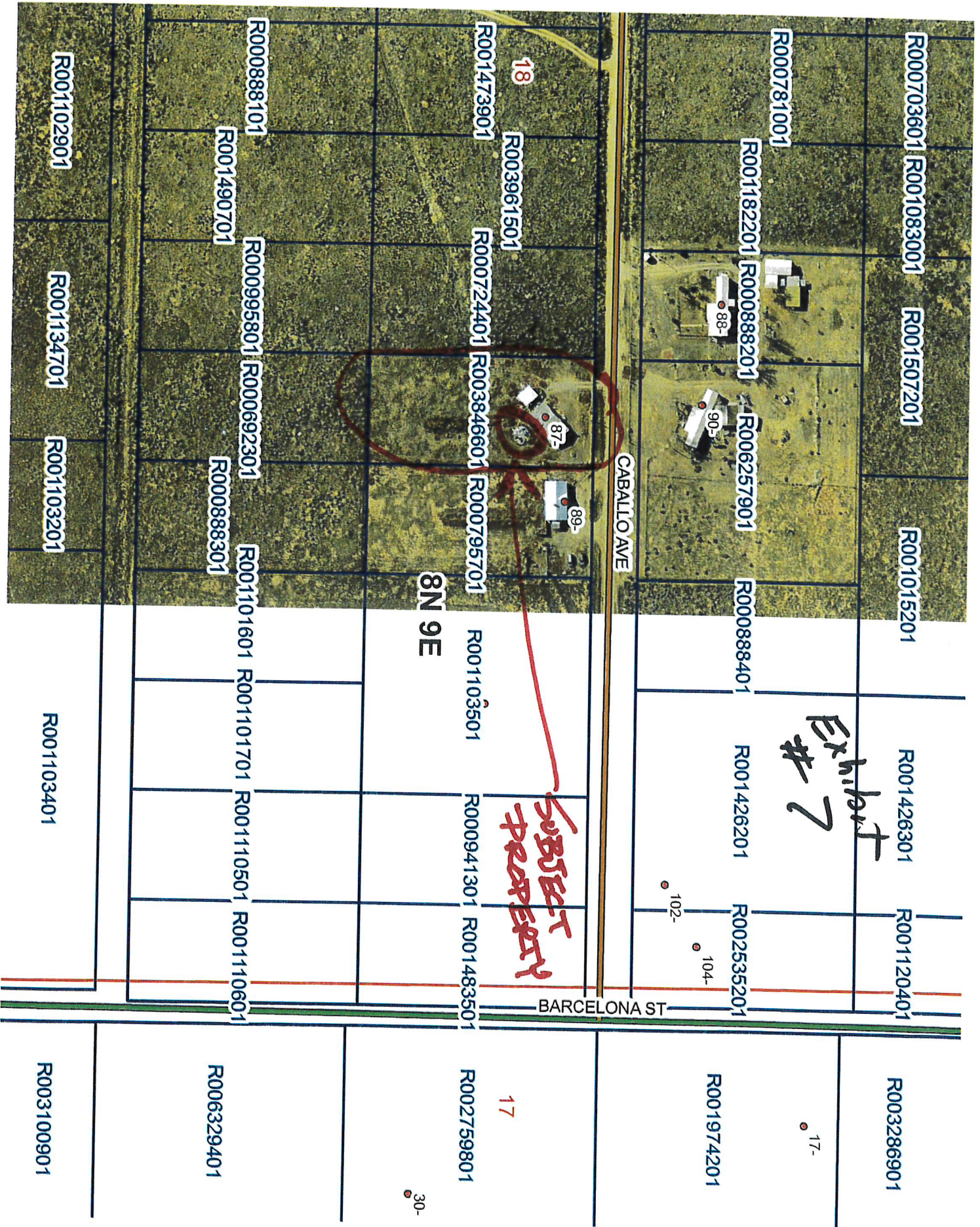


Exhibit # 6



10/05/2020 11:57



R000703601 R001083001

R001507201

R001015201

R001426301

R001120401

R003286901

R000781001

R001182201 R000888201

R006257901

R000888401

R001426201

R002535201

R001974201

CABALLO AVE

BARCELONA ST

18

R003961501

R001473901

R000724401

R003846601

R000795701

R001103501

R000941301

R001483501

R002759801

17

8N 18E

SUBJECT PROPERTY

30-

R000888101

R001490701

R000995801

R000692301

R000888301

R001101601

R001101701

R001110501

R001110601

R006329401

R001102901

R001134701

R001103201

R001103401

R003100901

17-

Linda Jaramillo, County Clerk of
Torrance County, hereby certify that the foregoing
is a true, correct and full copy of the instrument
herewith set out as appears of record in my office.

Exhibit
8

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002172931
Book 337 Page 3722
1 of 2
10/24/2017 12:43:01 PM
BY GENELL

Dated this 1 day of OCTOBER 2020
Linda Jaramillo
County Clerk
By Sharon
Deputy



Recording requested by: _____
When recorded, mail to:
Name: _____
Address: _____
City: _____
State/Zip: _____

Space above reserved for use by Recorder's Office
Document prepared by:
Name _____
Address _____
City/State/Zip _____

Property Tax Parcel/Account Number:

Warranty Deed

CERTIFIED
DOCUMENT

This Warranty Deed is made on October 24, 2017 between LaNeem Avila,
Grantor, of 87 Caballo Avenue, City of
Mariarty, State of New Mexico, and
Jeffery Cannon, Grantee, of 1009 Esperanza
_____, City of Belen, State of New Mexico 87002

For valuable consideration, the Grantor hereby sells, grants, and conveys the following described real es-
tate, in fee simple, to the Grantee to have and hold forever, along with all easements, rights, and buildings
belonging to the described property, located at 87 Caballo Avenue
_____, City of Mariarty, State of New Mexico 87035
Ranchos Encantadas Unit 1 Block 6 Lot
13 FD# 38466

The Grantor warrants that it is lawful owner and has full right to convey the property, and that the property
is free from all claims, liabilities, or indebtedness, and that the Grantor and its successors will warrant and
defend title to the Grantee against the lawful claims of all persons. Taxes for the tax year of _____ shall
be prorated between the Grantor and Grantee as of the date of recording of this deed.

TORRANCE COUNTY
LINDA JARAMILLO, CLERK
002172931
Book 337 Page 3723
2 of 2
10/24/2017 12:43:01 PM
BY GENELL

Dated: 10/24/17

LaNea M. Avila
Signature of Grantor

CERTIFIED
DOCUMENT

LaNea M. Avila
Name of Grantor

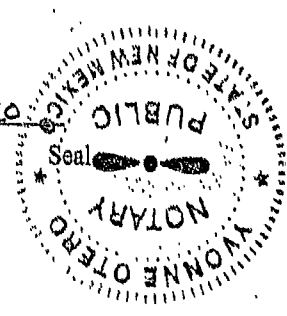
Signature of Witness #1 _____ Printed Name of Witness #1 _____

Signature of Witness #2 _____ Printed Name of Witness #2 _____

State of New Mexico County of Torrance
On October 24, 2017, the Grantor, LaNea M. Avila,
personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.

[Signature]
Notary Signature

Notary Public,
In and for the County of Torrance State of New Mexico
My commission expires: July 25, 2021



Send all tax statements to Grantee.

2006 New Mexico Statutes - Section 3-18-5 — Dangerous buildings or debris; removal; notice; right of municipality to remove; lien.

3-18-5. Dangerous buildings or debris; removal; notice; right of municipality to remove; lien.

A. Whenever any building or structure is ruined, damaged and dilapidated, or any premise is covered with ruins, rubbish, wreckage or debris, the governing body of a municipality may by resolution find that the ruined, damaged and dilapidated building, structure or premise is a menace to the public comfort, health, peace or safety and require the removal from the municipality of the building, structure, ruins, rubbish, wreckage or debris.

B. A copy of the resolution shall be served on the owner, occupant or agent in charge of the building, structure or premise. If the owner, as shown by the real estate records of the county clerk, occupant or agent in charge of the building, structure or premise cannot be served within the municipality, a copy of the resolution shall be posted on the building, structure or premise and a copy of the resolution shall be published one time.

C. Within ten days of the receipt of a copy of the resolution or of the posting and publishing of a copy of the resolution, the owner, occupant or agent in charge of the building, structure or premise shall commence removing the building, structure, ruin, rubbish, wreckage or debris, or file a written objection with the municipal clerk asking for a hearing before the governing body of the municipality.

D. If a written objection is filed as required in this section, the governing body shall:

- (1) fix a date for a hearing on its resolution and the objection;
- (2) consider all evidence for and against the removal resolution at the hearing; and
- (3) determine if its resolution should be enforced or rescinded.

E. Any person aggrieved by the determination of the governing body may appeal to the district court by:

- (1) giving notice of appeal to the governing body within five days after the determination made by the governing body; and

(2) filing a petition in the district court within twenty days after the determination made by the governing body. The district court shall hear the matter de novo and enter judgment in accordance with its findings.

F. If the owner, occupant or agent in charge of the building, structure or premise fails to commence removing the building, structure, ruins, rubbish, wreckage or debris:

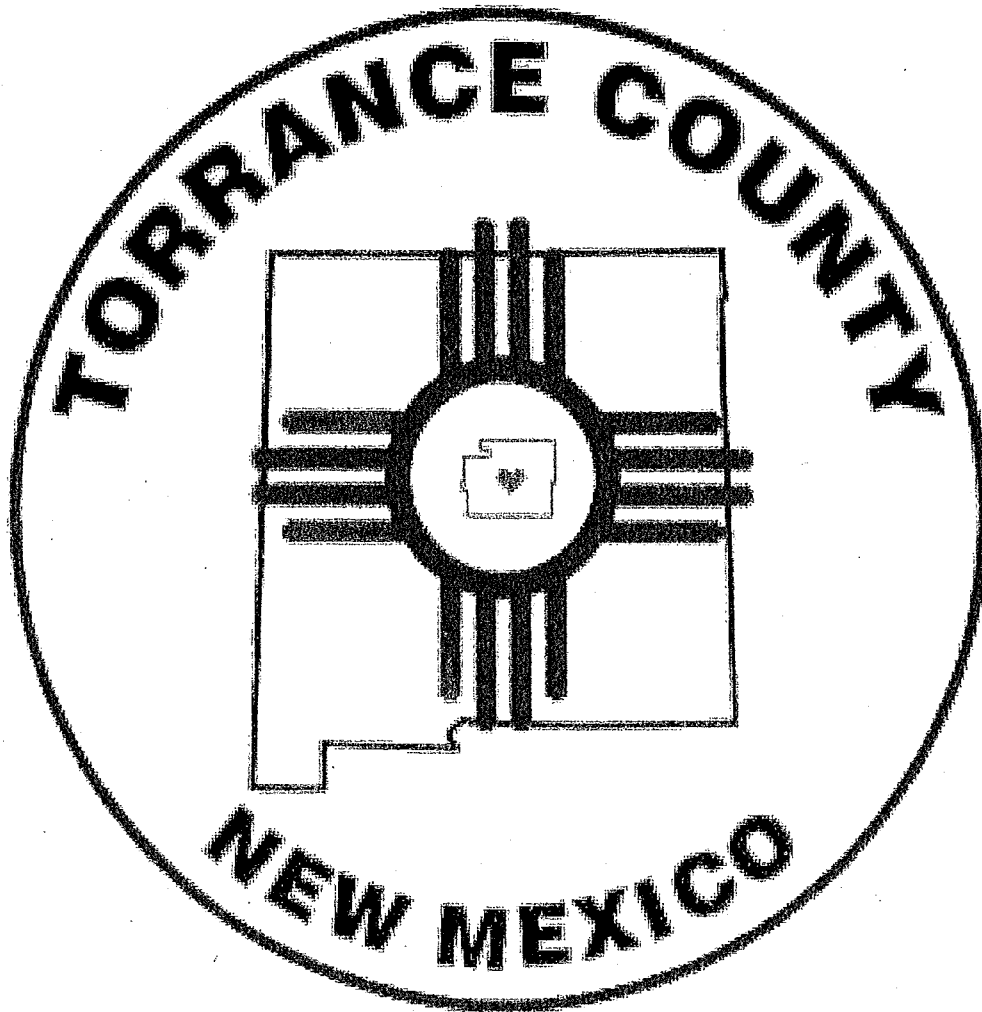
(1) within ten days of being served a copy of the resolution or of the posting and publishing of the resolution; or

(2) within five days of the determination by the governing body that the resolution shall be enforced; or

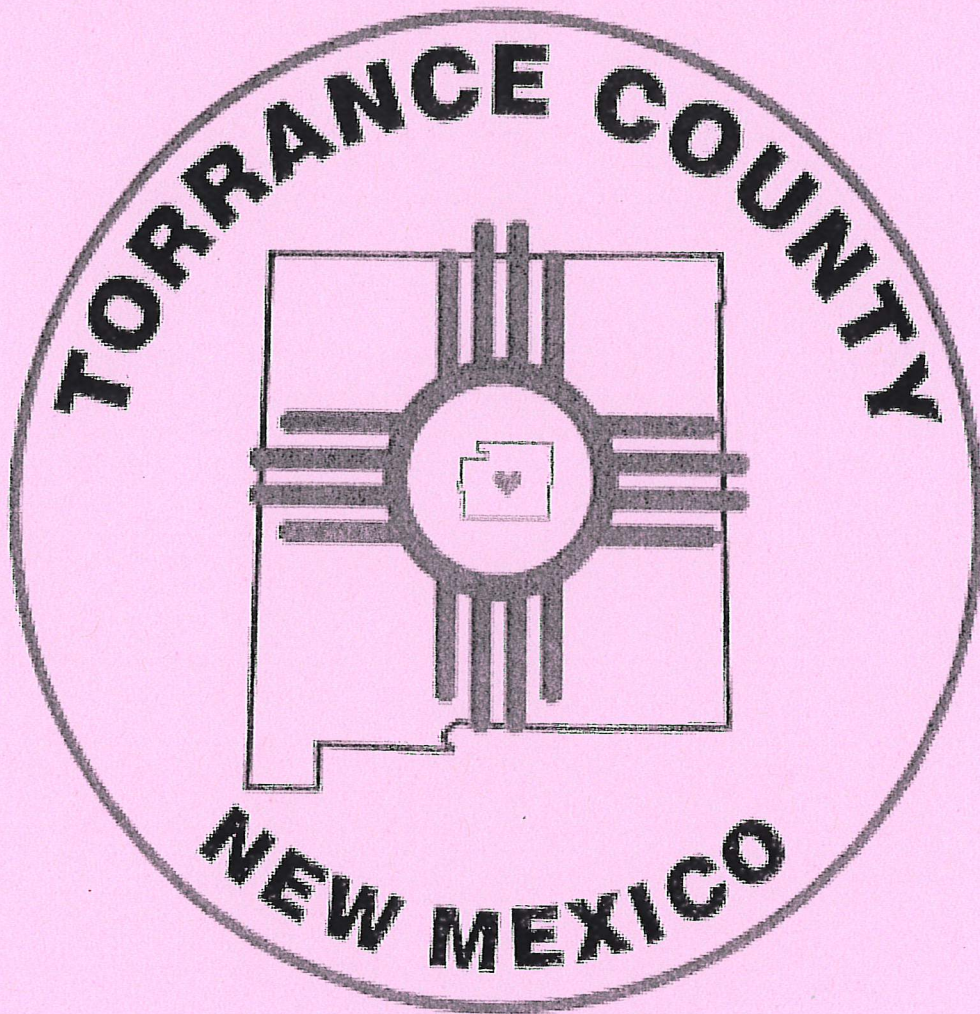
(3) after the district court enters judgment sustaining the determination of the governing body, the municipality may remove the building, structure, ruins, rubbish, wreckage or debris at the cost and expense of the owner. The reasonable cost of the removal shall constitute a lien against the building, structure, ruin, rubbish, wreckage or debris so removed and against the lot or parcel of land from which it was removed. The lien shall be foreclosed in the manner provided in Sections 3-36-1 through 3-36-6 NMSA 1978.

G. The municipality may pay for the costs of removal of any condemned building, structure, wreckage, rubbish or debris by granting to the person removing such materials, the legal title to all salvageable materials in lieu of all other compensation.

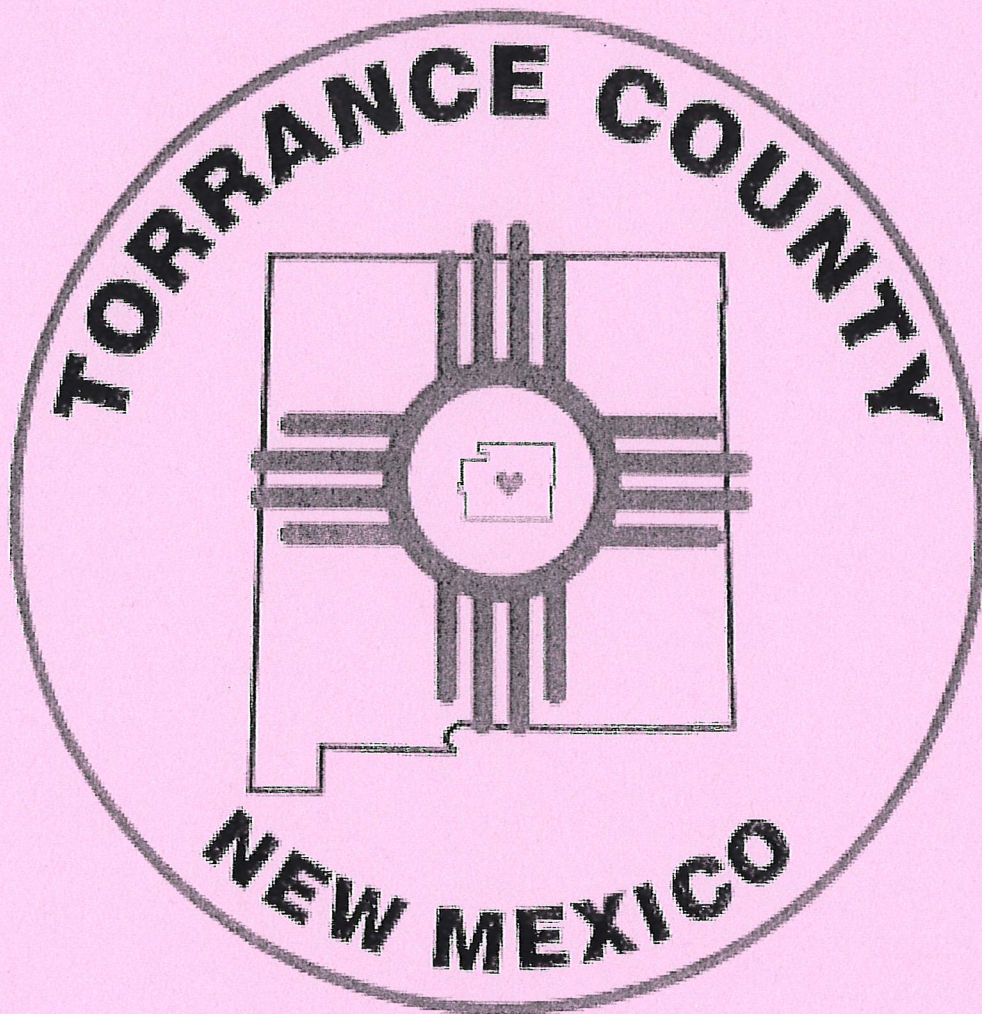
H. Any person or firm removing any condemned building, structure, wreckage, rubbish or debris shall leave the premises from which the material has been removed in a clean, level and safe condition, suitable for further occupancy or construction and with all excavations filled.



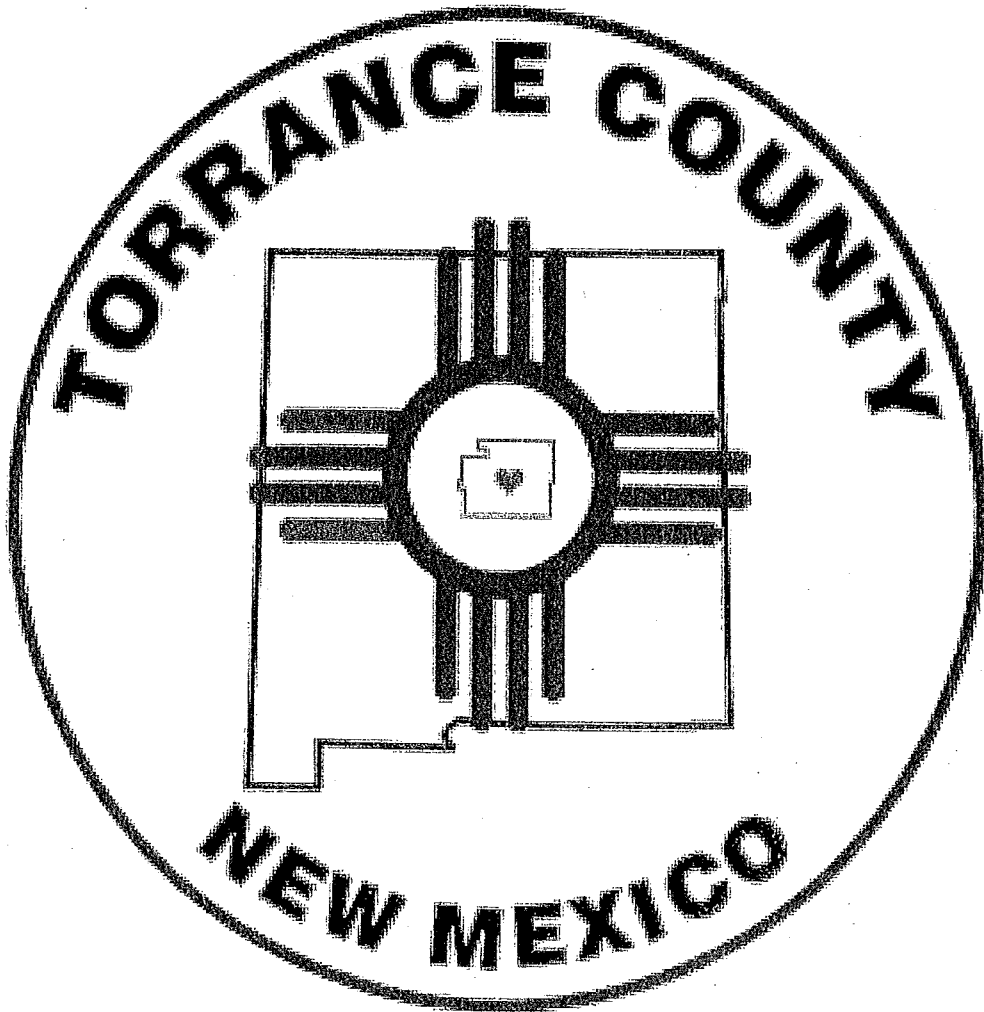
Agenda Item
No. 12-A



*Agenda Item
No. 12-C*



Agenda Item
No. 12-D



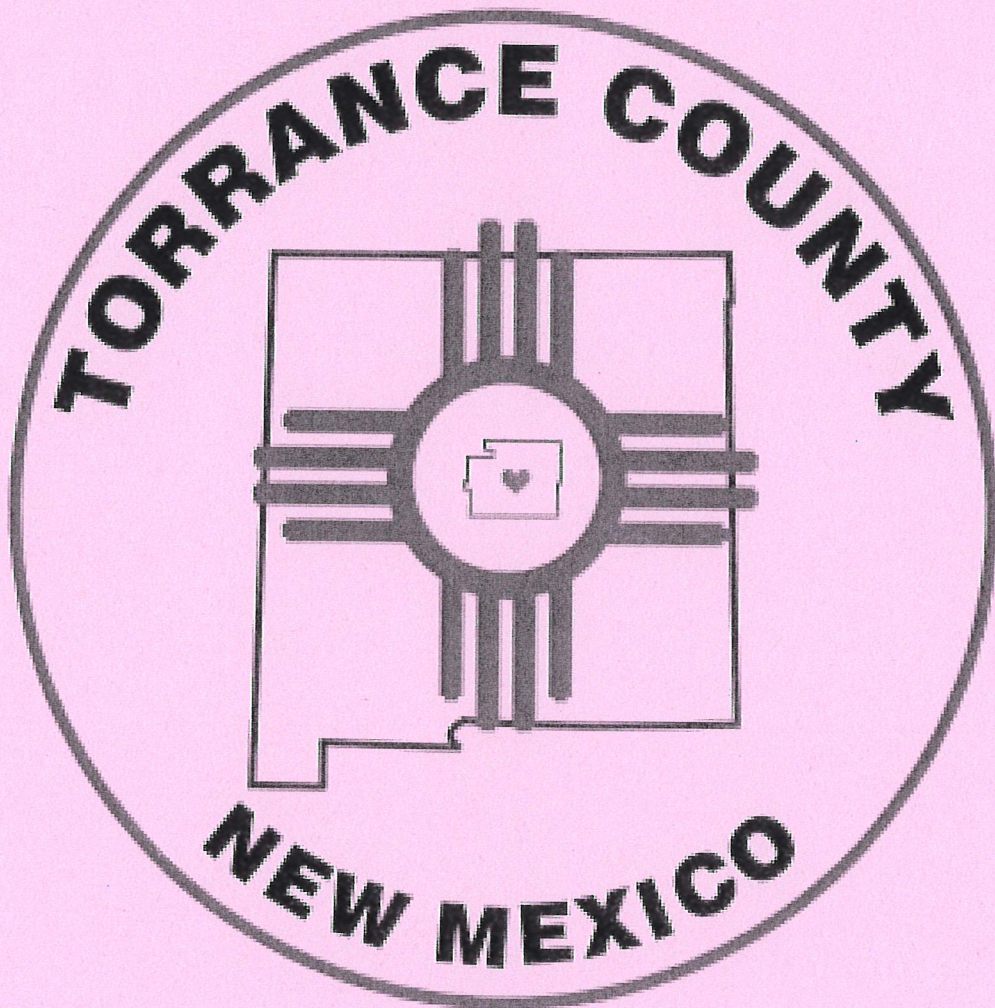
Agenda Item
No. 12-E

	Pay increase	Fica/Medicare	RHC	PERA	CDL incentive	Tanker incentive	Trainer incentive	tool allowance	total
Lujan, L	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$500.00	\$0.00	\$1,500.00	\$1,500.00
Montano	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$500.00	\$0.00	\$1,500.00	\$1,500.00
Sanchez, B	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$500.00	\$0.00	\$1,500.00	\$1,500.00
Smythe	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$1,000.00	\$7,469.12	\$7,469.12
Austin	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Cherry	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Cosby	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Lujan, J	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Master	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
McCurdy	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Medina, A	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Medina, J	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Rodriguez	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Romero, C	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Romero, D	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Sanchez, I	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Vacant	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Vacant	\$4,160.00	\$318.24	\$83.20	\$407.68	\$1,000.00	\$500.00	\$0.00	\$6,469.12	\$6,469.12
Jantz	\$4,160.00	\$318.24	\$83.20	\$407.68	\$0.00	\$0.00	\$0.00	\$4,969.12	\$4,969.12
Total increase	\$66,560.00	\$5,091.84	\$1,331.20	\$6,522.88	\$18,000.00	\$9,000.00	\$1,000.00	\$107,505.92	\$107,505.92
half year	\$33,280.00	\$2,545.92	\$665.60	\$3,261.44					

Total incentive increase
\$28,000.00



Agenda Item
No. 12-F



*Agenda Item
No. 12-G*

**POTENTIAL MEMBERS FOR
TORRANCE COUNTY DWI PREVENTION PROGRAM
DWI PLANNING COUNCIL
SUBMITTED TO THE TORRANCE COUNTY BOARD OF COMMISSIONERS
12/9/2020**

LAW ENFORCEMENT

Art Falconer

Juan Reyes

FAITH COMMUNITY

Art Falconer

Audrey Rodriguez

Gail Falconer

HEALTH COUNCIL/HEALTHCARE

Art Falconer

Carole Glade

Chariti Sanchez

COMMUNITY-AT-LARGE (EDGEWOOD)

Leota Harriman

Rebecca Armstrong

COMMUNITY-AT-LARGE (ESTANCIA)

Art Falconer

Audrey Rodriguez

COMMUNITY-AT-LARGE (MOUNTAINAIR)

Carole Glade

SCHOOLS (ESTANCIA)

Chariti Sanchez

Cindy Sims

UNSPECIFIED/OTHER

Debby Maberry

Rebecca Armstrong, Juvenile Justice Board

COMPLIANCE MONITORING OR PROBATION

Kathy Reyes

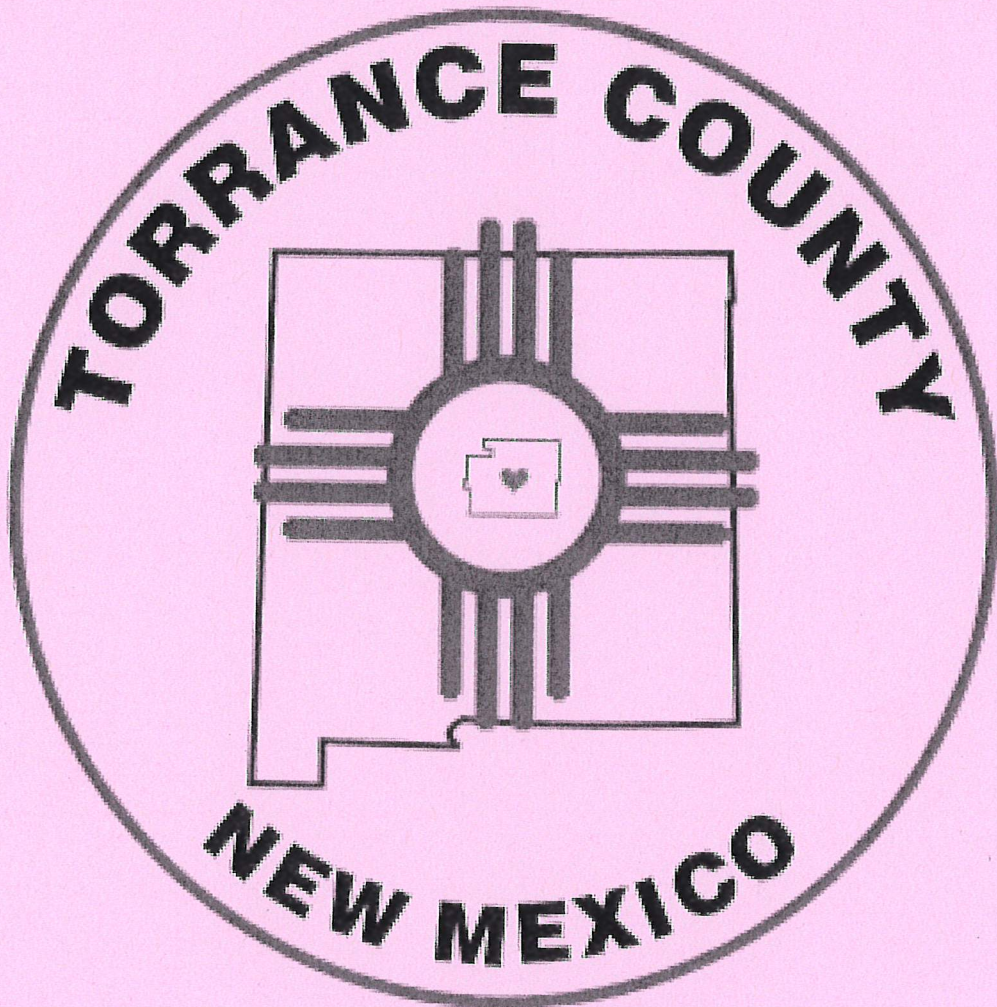
MEDIA

Leota Harriman

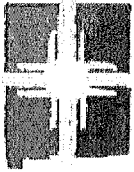
SUBSTANCE ABUSE TREATMENT

Melissa Nandino

Stephanie Reynolds



Agenda Item
No. 12-H



MEMORANDUM

Date: October 8, 2020

To: Michael R. Sandoval, Cabinet Secretary

Through: Jeff Barela, Traffic Safety Division Director *Jeff Barela*
Jeff Barela (Oct 8, 2020 14:43 MDT)

From: Kimberly Wildharber, Staff Manager, TSD *Kimberly Wildharber*

Subject: Justification for Community DWI Program (CDWI) Project Agreement between the New Mexico Department of Transportation Traffic Safety Division and Torrance County.

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

John Vargas, TSD program manager Phone # 505-231-6784 will oversee this project. The agreement provides State Community DWI (CDWI) Funds to Torrance County as shown below.

AGENCY	CDWI PN	FY 21 CDWI \$
Torrance County	01-CD-05-103	\$1,500.00

Funding for the CDWI project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Section 31-12-7(B), and NMAC 18.20.6. Funds available for CDWI programs are dependent upon the 'fees' imposed and collected from each County. TSD distributes CDWI funds in proportion to the fees collected by the courts and law enforcement.

Counties submit applications detailing their agency's plan to expend funding to TSD on an annual basis upon notification of funding available. The Counties use the funding to conduct enforcement activities to include DWI checkpoint and saturation patrols, DWI prevention activities such as programs in the schools, public information, and education programs aimed at drivers, and DWI offender programs. The Counties are encouraged to sub-contract with local governments within their County to conduct allowable activities. Counties may allocate their funding to the New Mexico State Police who will conduct activities in the Counties they receive allocated funding from.

The term of all these agreements is from date of execution to June 30, 2021.

Office of General Counsel Contract Brief Form

Date: October 8, 2020 **From:** John Vargas **Location:** Traffic Safety Division

Phone: 505-231-6784

Agency: NMDOT

Contractor: Torrance County

Project No.: 01-CD-05-103

NEW CONTRACT

- Copy of RFP, if applicable
- Copy of approved sole source justification
- Copy of approved small purchase justification
- Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT

- Scope of Work
- Additional Compensation
- Time extension

Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.

Please make corrections on pages _

I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER: TS04825
VENDOR NUMBER: 0000054405

GRANT AGREEMENT

This grant agreement (“Agreement”) is between the New Mexico Department of Transportation (“**Department**”) and Tarrant County (“**Grantee**”), collectively referred to as “the Parties.” The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 01-CD-05-103, \$1,500.00, (Project).
2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department’s CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this Agreement.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee’s principal office during the Agreement and for three (3) years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) days of written notice.
5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person’s individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving

the Grantee thirty (30) days written notice. On receipt of a notice of termination, the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement, and by giving the Department thirty (30) days written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21.
 - b. All federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15. In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or disability, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.
 - c. State laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related regulations.
9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:


to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Torrance County
Attn: Tracey Master
P.O. Box 48
Estancia, NM 87016

10. **Severability.** The Parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Tort Claims.** 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended. This paragraph is intended only to define the liabilities between the Parties and it is not intended to modify in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act.
12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2, and that the Department is not responsible for any services except as expressly stated in this Agreement.
14. **Term.** This Agreement takes effect upon signature of all Parties, with the date of execution being that of the latest of executed signatures. The Agreement terminates at midnight on June 30, 2021, unless terminated earlier as provided in Section 6 or Section 7, or modified by amendment as set forth in Section 16. If the Grantee does not deliver the signed Agreement to the Department within sixty (60) days of the Department's signature, the Agreement will be voidable by the Department.
15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this Agreement.
16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties.
17. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.
18. **Merger.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of the Agreement and supersedes all other agreements, whether written or oral, between the Parties, provided that this Agreement does not supersede the Grantee's rights under any other grant agreement.


Each party is signing this agreement on the date stated opposite that party's signature. This Agreement will be fully executed once signed by all parties, with the date of execution being that of the latest of executed signatures.

DEPARTMENT OF TRANSPORTATION

By: 
Michael Sandoval (Oct 19, 2020 09:48 MDT)
Cabinet Secretary or Designee

Date: Oct 19, 2020


TORRANCE COUNTY

By: 
Janice Y. Barela (Oct 16, 2020 13:03 MDT)

Date: Oct 16, 2020

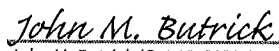
Title: County Manager

Approved as to form and legal sufficiency.

By: 
Assistant General Counsel
Department of Transportation

Date: Oct 15, 2020

Approved as to form and legal sufficiency.

By: 
John M. Butrick (Oct 15, 2020 15:59 MDT)
Counsel for Torrance County
Torrance County Attorney

Date: Oct 15, 2020

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 01-CD-05-103

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:
 - (a) Utilizing funding from the Department, towards overtime salaries for drivers of the Smart Choice Ride van.
 - (b) Utilizing funding from the Department, to purchase “Smart Choice Ride Service” promotional items to be distributed at community events.
2. **Definitions.** For purposes of this exhibit, the following definitions apply:
 - a. **“Program Manager”** means the staff person at the Department assigned to monitor, coordinate and oversee program areas and project activities.
 - b. **“Agency Coordinator”** means the person assigned by the Grantee to assume direct responsibility for administering all phases of the project agreement.
3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator designation. The Grantee’s officers must have law enforcement certifications in all areas necessary to conduct the services noted in paragraph 1 of this Scope of Work.
4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in this Scope of Work. The Grantee should submit claims for reimbursement no later than ten (10) days after the end of each month. The Department will pay the Grantee for the following:
 - a. the actual costs of items listed in this Scope of Work; and
 - b. conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.
5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2020, January 31, 2021, April 30, 2021 and July 31, 2021. Quarterly activity reports should summarize the Grantee’s goals and accomplishments for the fiscal year funded under this Agreement. Further, the report should detail how the Grantee’s activities contributed to meeting the Department’s highway safety targets, missions and goals.
6. **Funding.** Funding for this CDWI Project comes from a \$75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Sections 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project’s itemized budget is as follows:

Personal Services	\$ 0.00
Contractual Services	\$ 0.00
Commodities	\$ 1,500 .00
Indirect	\$ 0.00
Other	\$ 0.00

TOTAL

\$1,500.00

- 7. Equipment.** The Grantee may only purchase equipment under this Agreement with prior approval of the Department.

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS04825			
Government Unit:	Torrance County			
Contract term:	(10/19/2020 – 06/30/2021)			
Vendor Number:	000000000054405	Address ID:		
Grantee Contact Info				
Project Director and Title:	Tracey Master			
Phone:	505-705-0332	E-mail:	TMaster@tcnm.us	
Agency Name:	Torrance County			
Address:	P.O. Box 318			
City, State ZIP:	Estancia, NM 87016-0318			
TSD Contact Info				
Program Manager:	John Vargas	Phone:	505-231-6784	
TSD Finance:	Avalon Wright	Phone:	505-660-8103	
Budget Breakdown				
Funding	Project Number	Amount	Fund	Source
CDWI	01-CD-05-103	\$1,500.00	20800	State CDWI
Total		\$1,500.00		
Purchase Order Number:	0000330715			
PO Entered by TSD Finance:	<i>Avalon Wright</i> <small>Avalon Wright (Oct 20, 2020 13:16 MDT)</small>		Date:	Oct 20, 2020
PO Approved by Contracts:	<i>Vanessa Sanchez</i> <small>Vanessa Sanchez (Oct 20, 2020 13:27 MDT)</small>		Date:	Oct 20, 2020

Signature: *Vanessa Sanchez*
Vanessa Sanchez (Oct 19, 2020 10:27 MDT)

Email: vanessaa.sanchez@state.nm.us












Torrance County CDWI Agreement FY21


Final Audit Report


2020-10-20


Created:	2020-10-08
By:	John Vargas (John.vargas2@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAydB34uAAJOxUxGpGw87ayF6Hq4JNCPdp


"Torrance County CDWI Agreement FY21" History


-  Document created by John Vargas (John.vargas2@state.nm.us)
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-  Document emailed to Kim Wildharber (kimberly.wildharber@state.nm.us) for signature
2020-10-08 - 7:12:08 PM GMT
-  Email viewed by Kim Wildharber (kimberly.wildharber@state.nm.us)
2020-10-08 - 7:25:32 PM GMT- IP address: 45.41.142.194
-  Document e-signed by Kim Wildharber (kimberly.wildharber@state.nm.us)
Signature Date: 2020-10-08 - 7:42:59 PM GMT - Time Source: server- IP address: 73.242.241.132
-  Document emailed to Jeff Barela (jeff.barela2@state.nm.us) for signature
2020-10-08 - 7:43:01 PM GMT
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2020-10-08 - 8:43:29 PM GMT- IP address: 174.237.12.4
-  Document e-signed by Jeff Barela (jeff.barela2@state.nm.us)
Signature Date: 2020-10-08 - 8:43:48 PM GMT - Time Source: server- IP address: 174.237.12.4
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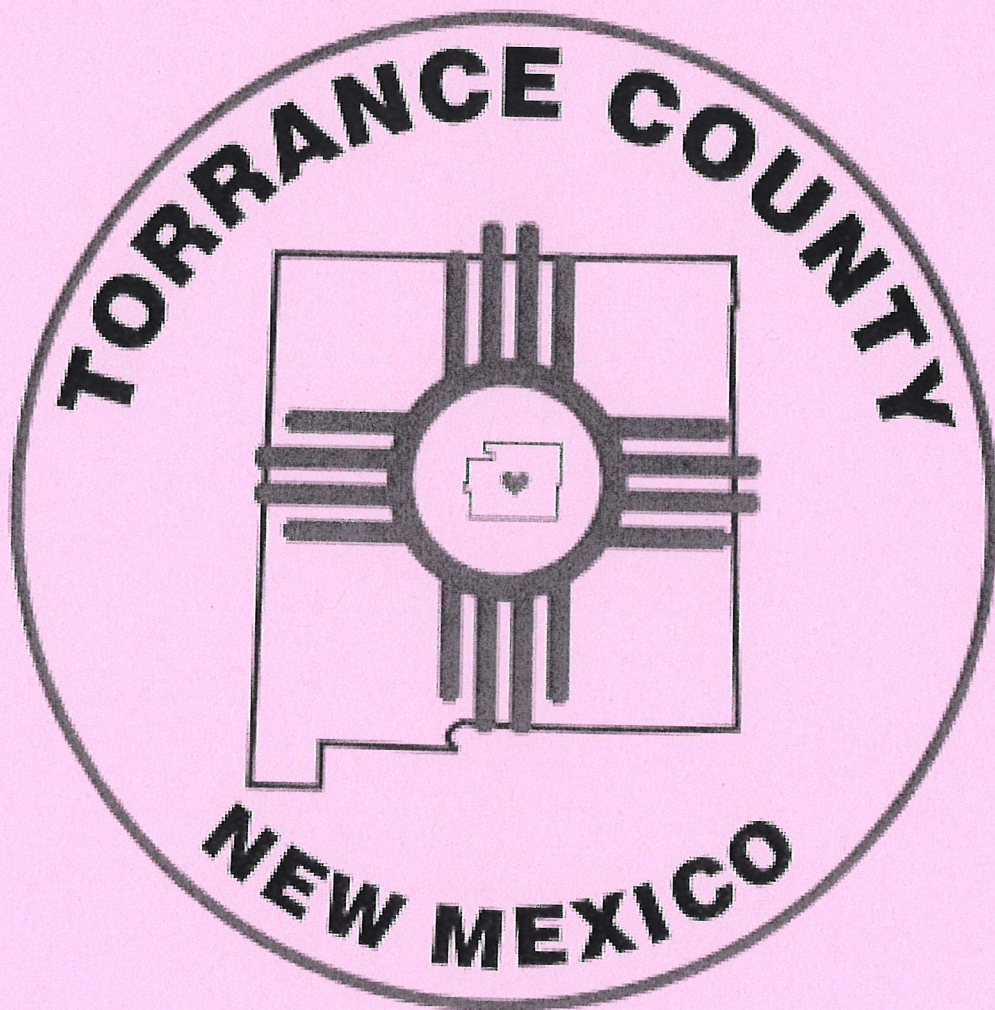
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E-signature hosted by John Vargas (John.vargas2@state.nm.us)
Signature Date: 2020-10-20 - 7:27:29 PM GMT - Time Source: server- IP address: 164.64.74.20

● Agreement completed.
2020-10-20 - 7:27:29 PM GMT



*Agenda Item
No. 12-I*



Agenda Item
No. 12-J

**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
NEW MEXICO DEPARTMENT OF HEALTH
AND
TORRANCE COUNTY**

This Agreement is entered into between the New Mexico Department of Health (hereinafter “DEPARTMENT”) and Torrance County (hereinafter “Entity”), pursuant to the terms contained herein.

RECITALS

WHEREAS, authority is vested in the State of New Mexico Department of Health (DEPARTMENT) and its Secretary of Health, pursuant to the New Mexico Public Health Act (PHA), § 24-1-1, *et seq.*, New Mexico Statutes Annotated (NMSA) (1978) and the regulations promulgated by the Secretary of Health, Title 7 – Health, Chapter 4 – Disease Control (Epidemiology), Part 3 – Control of Disease and Conditions of Public Health Significance, New Mexico Administrative Code (NMAC), to take such measures on the advice of its medical officer(s) as are deemed necessary and proper for the protection of the public health, including the authority to investigate, control and abate the causes of disease, especially epidemics, sources of mortality and other conditions of public health;

WHEREAS, the New Mexico Public Health Emergency Response Act (PHERA), § 12-10A-1, *et seq.*, New Mexico Statutes Annotated (NMSA) (1978), was enacted for the purpose of (1) providing the State of New Mexico with the ability to manage public health emergencies in a manner that protects civil rights and the liberties of individual persons; (2) preparing for a public health emergency; and (3) providing access to appropriate care, if needed, for an indefinite number of infected, exposed or endangered people in the event of a public health emergency;

WHEREAS, the DEPARTMENT is in need of buildings and/or facilities throughout the State of New Mexico for use as Point of Distribution sites (hereinafter “PODs” or “POD sites”) for providing access to appropriate care or other intervention (e.g., distribution of countermeasures, including medications, vaccines, personal protective equipment, etc.) for New Mexico residents, including members of Indian pueblos and tribes, in an effort to:

- (1) prevent the transmission of disease (i.e., an illness, including those caused by infectious agents or their toxic products which may be transmitted to a susceptible host) or other condition of public health significance (i.e., a condition dangerous to public health or safety), as those terms are defined in the public health regulations, § 7.4.3.7, NMAC; or
- (2) respond to a declared public health emergency (i.e., the occurrence or imminent threat of exposure to an extremely dangerous condition or a highly infectious or toxic agent, including a threatening communicable disease, that poses an imminent threat of substantial harm to the population of New Mexico or any portion thereof) as defined in PHERA, § 12-10A-3.G. (1978); or

- (3) respond to other disasters, emergencies or public health emergencies, including both natural and manmade catastrophic events;

WHEREAS, the Entity owns and operates the buildings and/or facilities described herein, including but not limited to those listed on *Attachment A* of this Agreement (hereinafter “FACILITIES”), and is willing to provide such facilities for use by DEPARTMENT for the purposes set forth in **Article I.** and under the authority described in the preceding paragraph.

Article I: Purpose

The purpose of this Agreement is to provide for emergency and public health emergency response planning by the DEPARTMENT, and for the coordination and expeditious delivery of emergency resources, support and assistance for the residents of Torrance County, New Mexico, including members of Indian pueblos and tribes, if needed, in response to a transmissible disease or other condition of public health significance, a declared emergency or public health emergency, or other emergency or disaster.

Article II: Terms of Agreement

A. The Entity will:

(1) Designate FACILITIES to be used by the DEPARTMENT for the purpose of **ANY OR ALL**,¹ but not limited to, the following:

- (a) Distribution sites for medications and medical supplies;
- (b) Vaccinations;
- (c) Prophylaxis;
- (d) Treatment;
- (e) Medical triage;
- (f) Decontamination;
- (g) Other emergency response activities.

(2) Expeditiously vacate any users of FACILITIES at the time use is requested by the DEPARTMENT officials or within three (3) hours notice by the DEPARTMENT of the need to respond to a transmissible disease or other condition of public health significance, a declared public health emergency or other emergency or disaster. Such notice will be made initially by verbal communication (in person or by telephone) from DEPARTMENT to Entity, followed by written notice to be delivered in person or by electronic mail or facsimile from DEPARTMENT to Entity as follows:

¹ While it is anticipated that Point of Distribution sites (PODs) will be used primarily as distributions sites for medical countermeasures (e.g., medications and vaccines) and not as alternate care sites for triage and treatment of individuals who are ill or who may be infectious, this Agreement is intended to cover a worst case scenario such that an adequate number of facilities will be available to DEPARTMENT for use during a response to a large scale event. If Entity’s FACILITIES are needed for treatment of individuals, all appropriate precautions will be taken for the prevention and protection against disease transmission or contamination by biological agents.

To the Entity:

Torrance County
Matt Propp, Torrance County Emergency Management
505-705-8363, MPropp@tcnm.us or OEM@tcnm.us
PO Box 48 903A State Highway 41 Estancia, NM 87016

(3) Assist the DEPARTMENT officials and staff, to the extent possible, with set-up, cleanup and security of FACILITIES.

(4) Allow the DEPARTMENT to install additional communication and information technology equipment at FACILITIES, which equipment will be removed at the time DEPARTMENT vacates said FACILITIES. Removal does not include portals for communication lines installed within the walls of FACILITIES.

(5) To the extent permitted by applicable state and federal laws and regulations, maintain the confidentiality of this Agreement (including *Attachment A*), maintain the Agreement in a secure and protected manner, and refrain from disclosing or reproducing its contents in any form, either verbally or in writing except as needed to carry out the terms of this Agreement.

(6) Notify the DEPARTMENT should this Agreement, its contents or any witness to its contents become subject to subpoena, discovery request, notice of deposition, public records request or court order, which seeks disclosure of the contents of this Agreement.

B. The DEPARTMENT will:

(1) Provide the Entity (or its authorized designee) with prompt notice of the need for the use of FACILITIES, endeavoring to avoid unnecessary disruption of Entity's usual operations and to utilize FACILITIES only for the duration of time necessary to respond to a transmissible disease or other condition of public health significance, a declared emergency or public health emergency or other emergency or disaster;

(2) Exercise due care while occupying FACILITIES and be responsible for any damages to FACILITIES to the extent provided in **Article IX. Liability**;

(3) Provide all necessary and appropriate clean up (including decontamination, if necessary) prior to vacating and returning use of FACILITIES to the Entity.

Article III. Administering Agency

The administering agency is the DEPARTMENT.

Article IV. Payment

The parties understand and agree that no payment is to be made by DEPARTMENT to the Entity pursuant to this Agreement as it is recognized that they are community partners in the protection of the health, safety and welfare of the residents of New Mexico during an emergency

or public health emergency. The extent to which Entity's expenses of operation during occupancy of FACILITIES by the DEPARTMENT are subject to reimbursement is dependent upon a Governor declaration of emergency or public health emergency and the availability of state emergency funds, or a Presidential declaration of a major disaster or emergency and availability of federal emergency assistance.

Article V. Property

The parties understand and agree that FACILITIES shall be the property of the Entity.

Article VI. Reporting

The parties understand and agree that the Entity has no reporting requirements under this Agreement.

Article VII. Confidentiality

Any protected health or other confidential information which is accessed, shared with or provided to either party, its contractors, agents, subgrantees, or other agencies, shall be used only to fulfill the purposes and scope of this Agreement, and shall be governed by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act), all applicable regulations thereto, and all other state and federal rules, regulations and laws protecting the confidentiality, privacy and security of information.

If, upon POD activation, it is determined by DEPARTMENT and Entity that the Entity (i.e., its agents, employees or contractors) may reasonably be expected to have access to any individual's Protected Health Information (PHI) received and maintained by DEPARTMENT and the Entity is not a Covered Entity as defined under HIPAA, Entity agrees to execute a separate HIPAA Business Associate Agreement that will be provided by DEPARTMENT.

Article VIII. Funds Accountability

The parties understand and agree that no funds will be exchanged between DEPARTMENT and the Entity pursuant to this Agreement (see **Article IV. Payment** above).

Article IX. Liability

As between the parties, each party shall be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from the negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA (1978), as amended.

Article X. Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to

NEW MEXICO DEPARTMENT OF HEALTH

Torrance County

By: _____
Cabinet Secretary
New Mexico Department of Health

By _____
Matt Propp
Torrance Co. Emergency Management

Date

Date

By: _____
New Mexico Department of Health
Office of General Counsel - Approved
as to Form and Legal Sufficiency

By _____
Janice Y. Barela
Torrance County Manager

Date

Date

Attachment A

(In accordance with Article II. Paragraph A.(5) of this Agreement, the identity of Entity's FACILITIES as listed below should remain confidential and provided only on a "need to know" basis for purposes of carrying out this Agreement, unless such disclosure is required by law.)

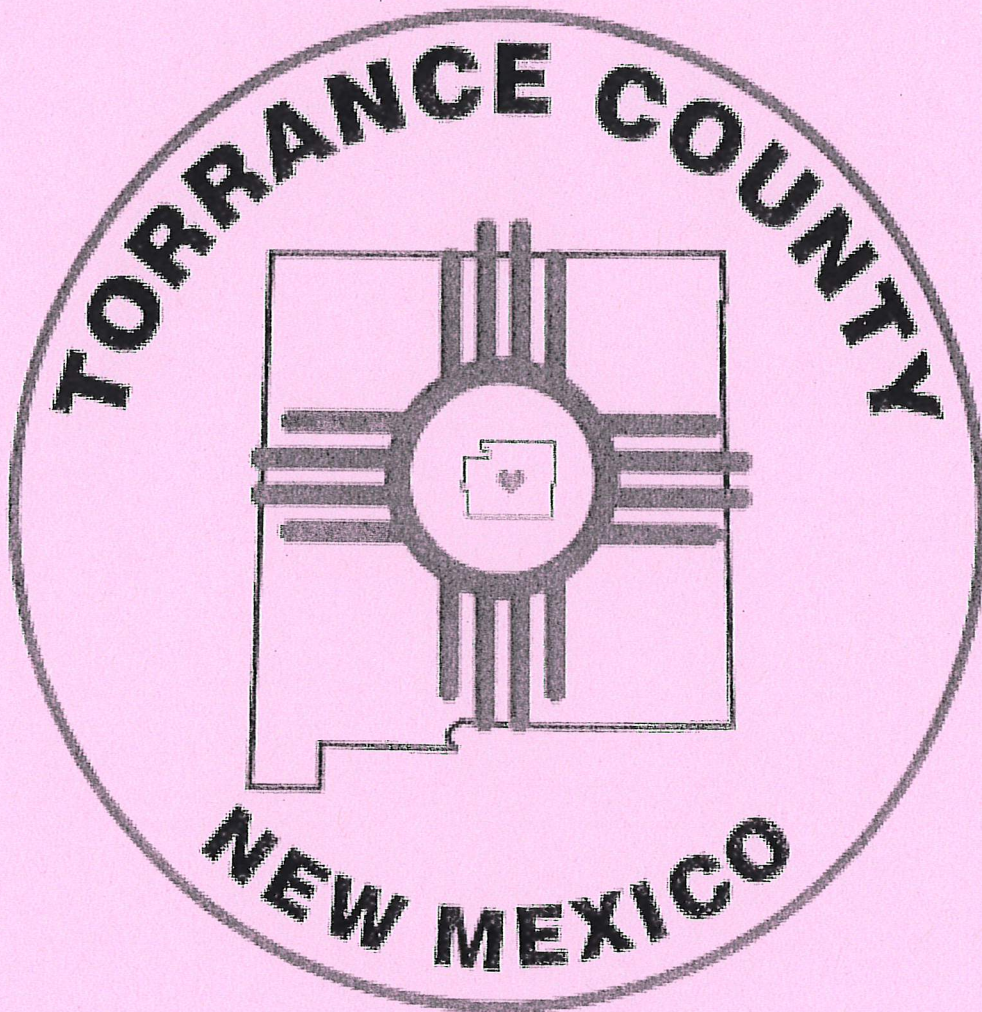
The following list of Entity's buildings and/or facilities, or the specifically described areas of such buildings or facilities as set forth below are considered optimal for POD development and operation by the DEPARTMENT due to their geographic location and size and are hereby designated by Entity as FACILITIES pursuant to Article II. Paragraph (1) of this Agreement:

(Describe each by name of owner of record, street address, county or municipality and postal code, as well as specific areas or locations within, surrounding, adjacent to or a part of such buildings or facilities, if applicable):

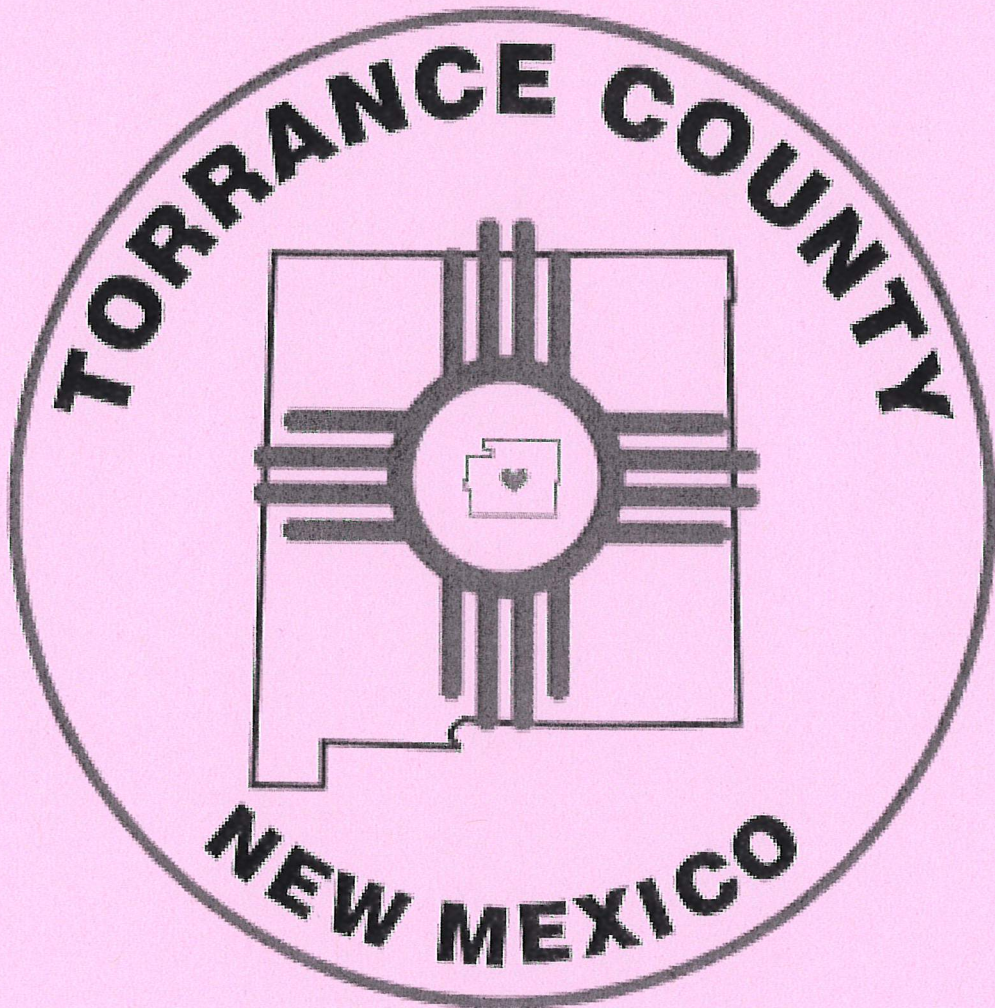
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2807 US Route 66
Moriarty, NM 87016

- ◆ Torrance County District 3 Fire Station
Address needed
McIntosh, NM 87032

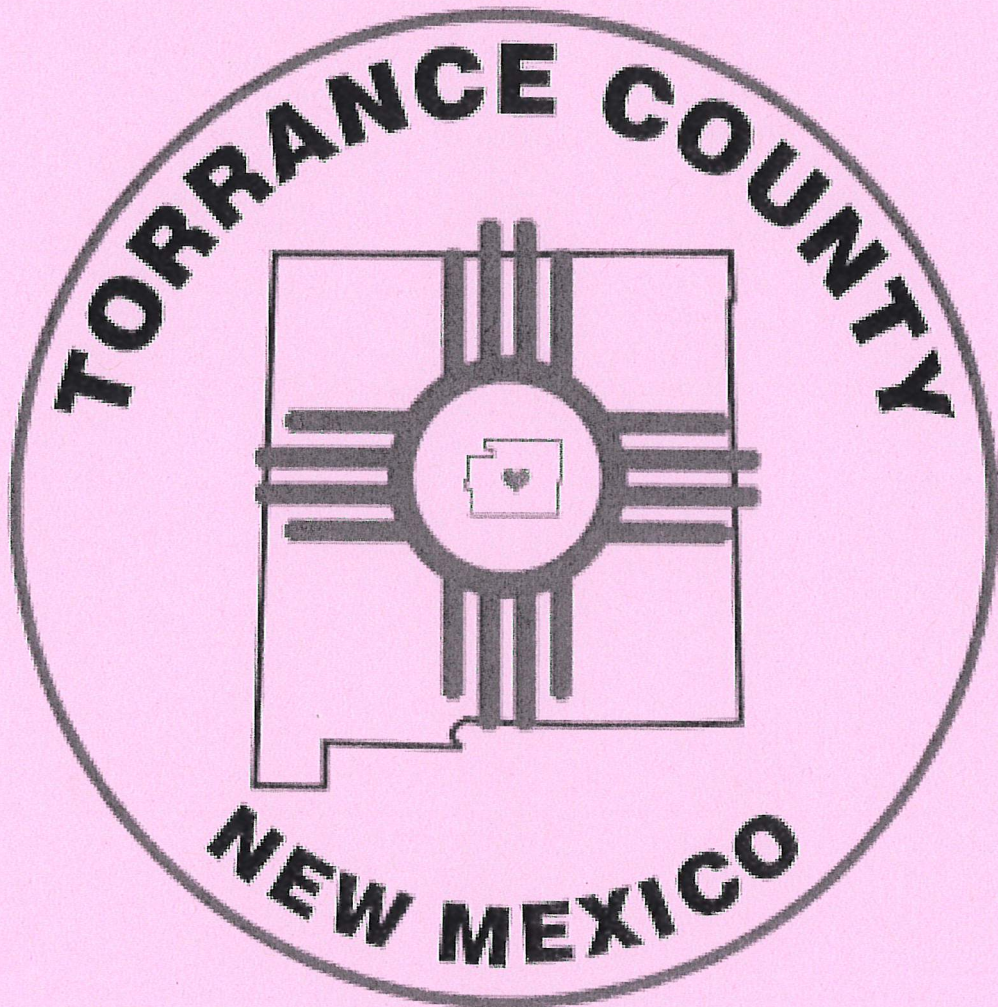
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*Agenda Item
No. 13-A*



*Agenda Item
No. 13-B*



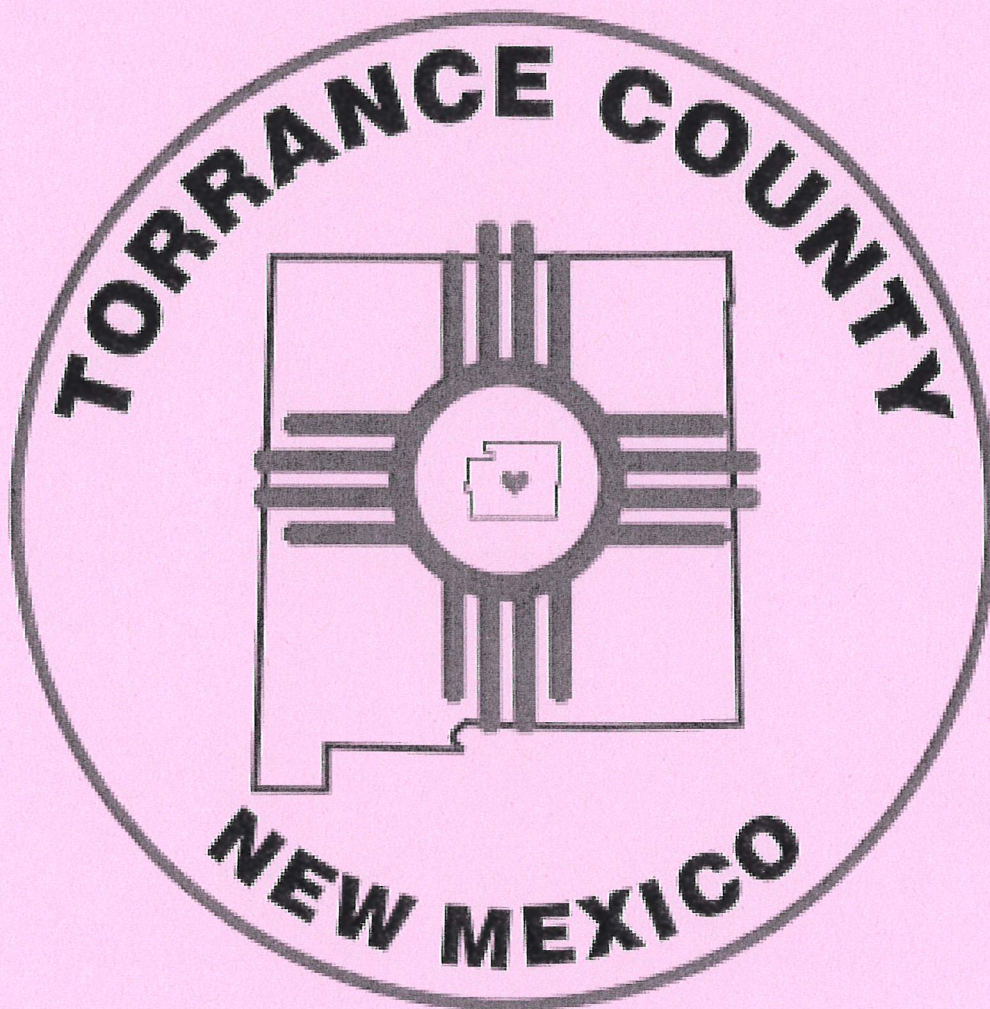
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No. 13-C*



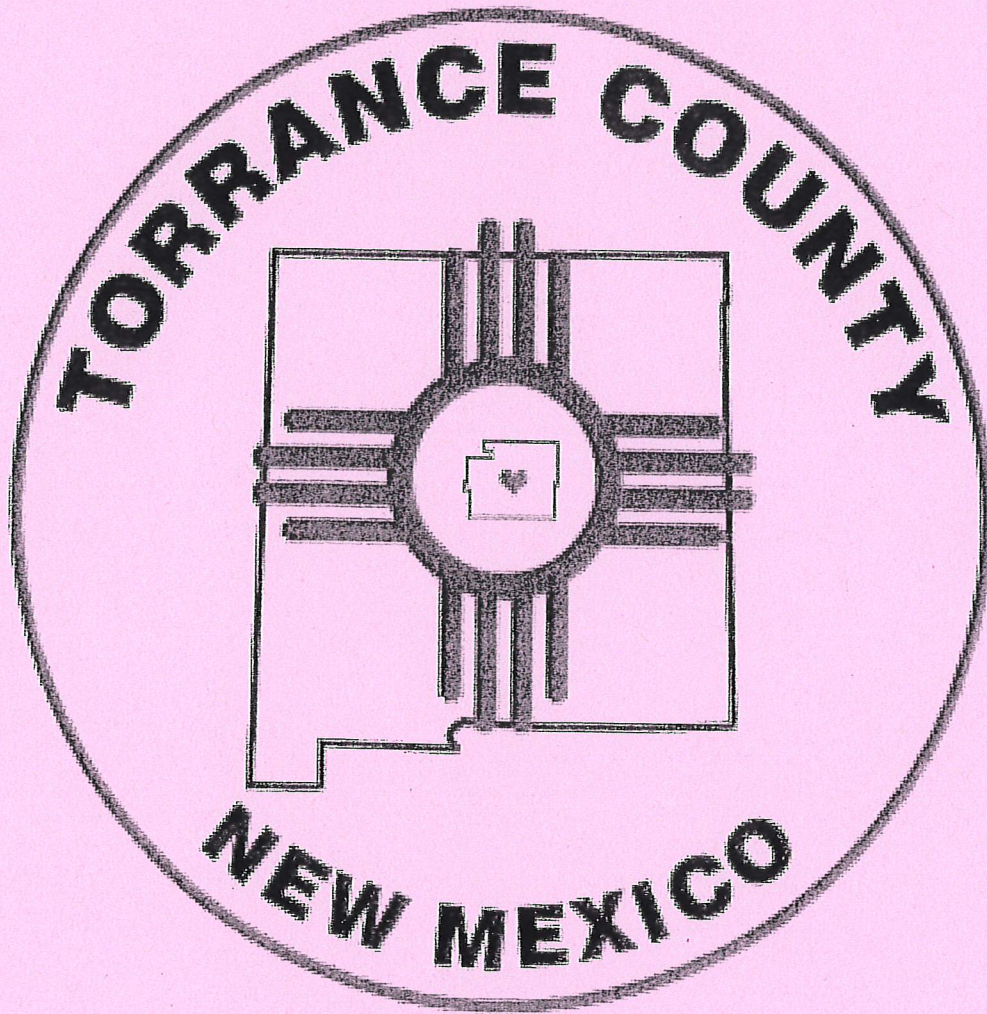
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No. 13-D



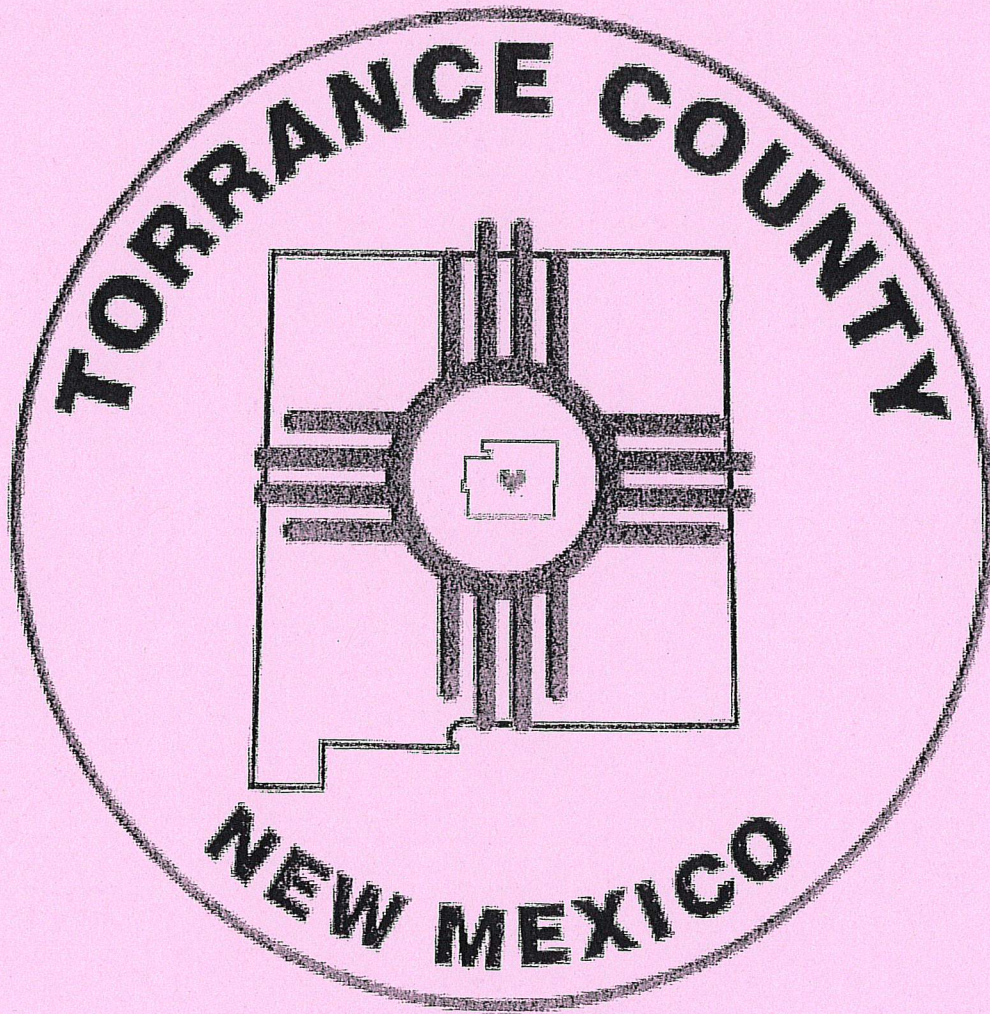
*Agenda Item
No. 14-A*



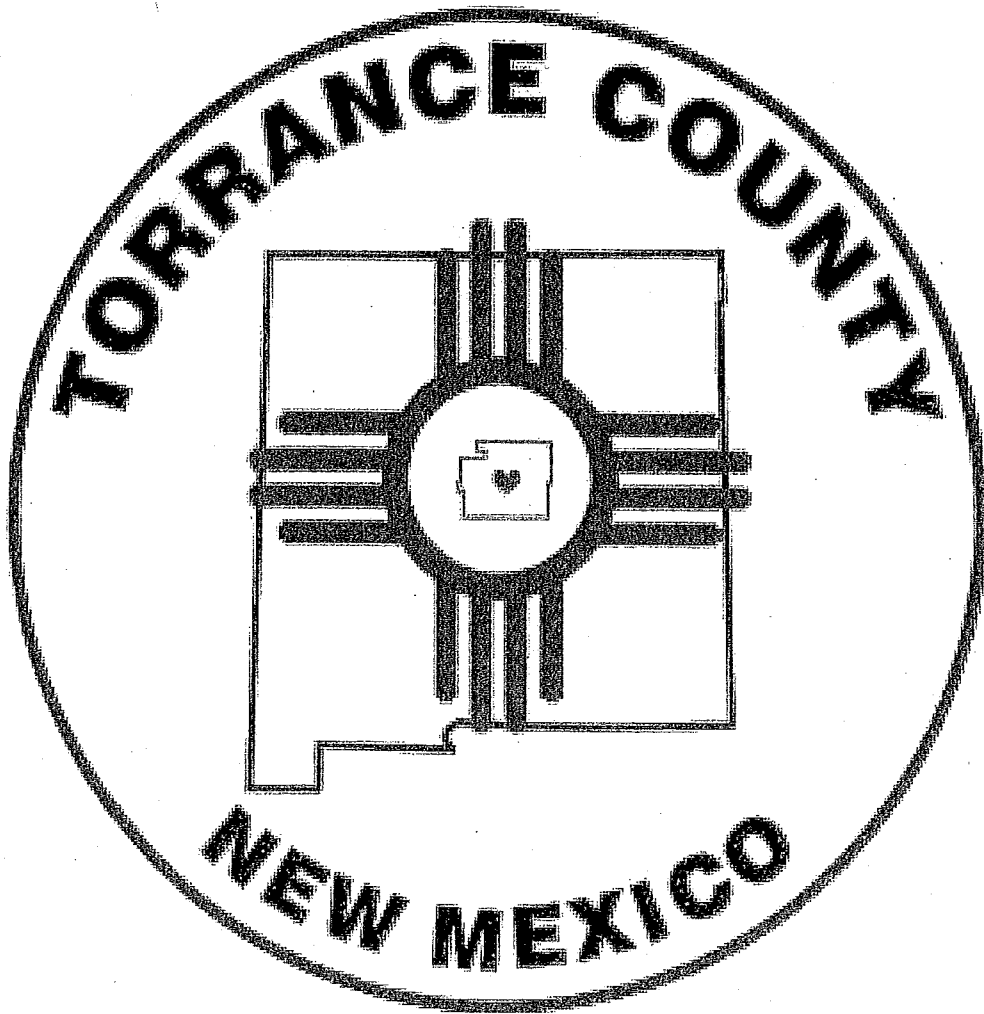
*Agenda Item
No. 14-B*



*Agenda Item
No. 15*



*Agenda Item
No. 16*



Agenda Item
No. 17