



*Agenda Item
No. 11-B*



Agenda Item
No. 11-C

TORRANCE COUNTY RESOLUTION# 2021-

Budget Increase

WHEREAS, the Torrance County Commission in regular session on Wednesday, October 13th 2021, did propose to authorize Budget Increases in the FY 2021-2022 Budget and

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

WHEREAS, we request authorization for the following Budget Increase: (See Schedule A)

NOW THEREFORE BE IT RESOLVED, we respectfully request approval for the attached Budget Increase in the FY 2021-2022 budget from the Department of Finance and Administration.

*DONE at Estancia, New Mexico
Torrance County this 13th day of
October 2021.*

Attest:

Torrance County Board of Commissioners

John M. Butrick
County Attorney

Kevin McCall, District 1

Yvonne Otero
Torrance County Clerk

Ryan Schwebach, District 2

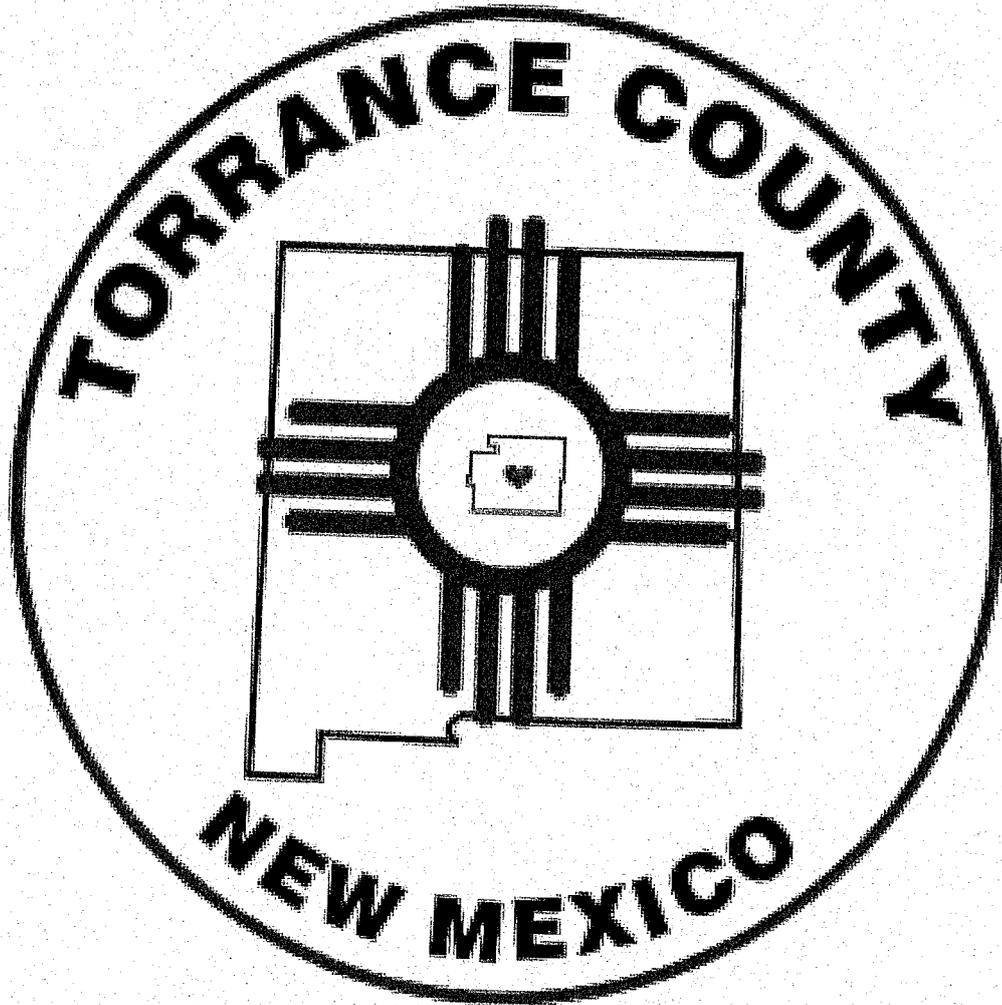
LeRoy M. Candelaria, District 3

Vote Record

Kevin McCall	yes	no	abstain	absent
Ryan Schwebach	yes	no	abstain	absent
LeRoy M. Candelaria	yes	no	abstain	absent

DFA Approval





Agenda Item
No. 11-D

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**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

DISPOSTION 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 two vehicles, computers, and cell phones (see attached pages) for review by the Property Disposition Committee (“Committee”); and

WHEREAS, the Committee reviewed and approved the proposed disposition of the nine 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 13th DAY OF OCTOBER 2021.

Approved as to Form Only:

TORRANCE COUNTY COMMISSION

John M. Butrick
County Attorney

Kevin McCall, District 1

Attest:

Ryan Schwebach, District 2

County Clerk

LeRoy M Candelaria, District 3



Torrance County

P.O. Box 48
205 South Ninth Street
Estancia, New Mexico 87016
505-544-4700

Ryan Schwebach,
Chair
District 2

Kevin McCall

Vice-Chair
District 1

**LeRoy M.
Candelaria**
District 3

Tracy Sedillo
Treasurer

Yvonne Otero
Clerk

Jesse Lucero
Assessor

Martin Rivera
Sheriff

Josie Chavez
Probate Judge

Janice Barela
County Manager

To Whom it may concern:

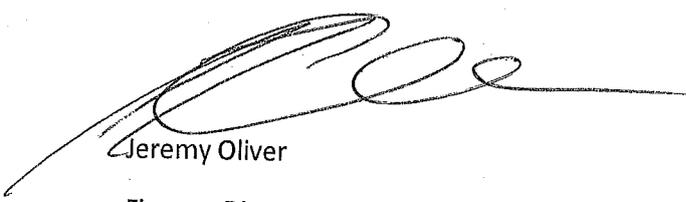
Torrance County is notifying of the disposition of 5 vehicles.

1. 1998 Chevrolet GM4 (value > \$2,175 major issues used as parts truck)
2. 1998 Chevrolet 1500 (value > \$2,175 major issues used as parts truck)
3. 2009 Ford F150 (value > \$3,962 missing major components and body parts, used as parts truck)
4. 2004 Chevrolet 2500 (value > \$3,382 missing major components and body parts, used as parts truck)
5. 1998 Chevrolet GM4 2500 (value > \$1,246 missing major components and body parts, used as parts truck)
6. 1990 GMC Topkick Dump truck (value > \$5,000 major mechanical and safety issues)
7. 2003 GMC Sonoma (value > \$1,222 missing major components and body parts, used as parts truck)
8. 1989 Chevrolet GM\$ (value > \$1,700 missing major components and body parts, used as parts truck)

All 8 vehicles have major work that needs to be done to make them fully operational again and are missing other parts. The County plans on selling these vehicles as scrap metal.

9. 2003 Chevy 2500 (value > 2,934 has minor issues)
10. 1987 Volvo White (value \$2,500)

Vehicles 9 and 10 are no longer need by the County, the county will see if any local government entities within Torrance County wants to purchase prior to attempting to sell to public.



Jeremy Oliver

Finance Director



Torrance County
Property Disposition Committee
Torrance County Resolution 2020-07

Date: 8/30/2021

Requesting Department: Road

Property Subject of Request: 1998 Chev GM9 (202308)

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 <u>digital copies</u> , 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</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. <u>not grant</u>	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

PA

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: _____

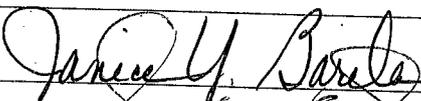
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

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 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 modern.
4. Recommended Use of Funds Generated by This Transaction: 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 pit
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: N.A.
 - 5) Year manufactured: 1998
 - 6) Make/Model: Chevy
 - 7) VIN/Serial Number: 1GCEK14W5W2202308
 - 8) License Number: G72839
 - 9) Mileage: Over 200000
 - 10) **Current** Resale or Market Value: 7,395
 - 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: 1-21-2021



STATE OF NEW MEXICO
TAXATION & REVENUE DEPARTMENT
MOTOR VEHICLE DIVISION
**CERTIFICATE OF VEHICLE
REGISTRATION**
MVD-10001 REV. 09/07

Title Number
08057134A205894

**DIVISION
USE ONLY**



Vehicle Identification Number 1GCEK14W5WZ202308		Year 1998	Make CHEV	Model / Series GM4	Number of Liens 0	Color(s) UNK
Secondary ID Number 01-031.00		Wt./Wheels 4382	First Year Reg. 1998	Date of Issue 02/26/2008	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 6100	Cyls. 6	Body Type PK	Type of Fuel G
			License Plate Number(s) G72839		Vehicle Brand	Vehicle Class TRUCK
			Title Use G	Previous Title No. and State 08018522A051198 NM		Odometer* 000010
Fleet Number	Commercial Vehicle	"2290" N	2-Year Registration N	# of Passengers 0	# of Doors 0	# of Seats 0
1st Reg. Owner's Social Security / Employer Identification / CRS No.			1st Reg. Owner D.O.B. 01/01/1901	N.M. Driver License No.		N.M. Veteran Cert. No.
FIRST LIEN HOLDER	File Date	Maturity Date		SECOND LIEN HOLDER	File Date	Maturity Date

Name and Address	Name and Address
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Canceled Plate No. 000000000	Dealer Lic. No.	Mobile Home Size	Cnty.	Approximate Location (Mobile Home)	Suspended By:
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Trade-In VIN (If Applicable)	REG. EXPIRATION: MONTH DAY YEAR 01/31/2050	Cleared By:
Residence Address If Different Than Mailing Address	Reg. Sticker Number: 000000000	Sale Price: 0.00
	IMPORTANT: THERE IS A PENALTY CHARGE FOR FAILING TO RENEW BY THIS DEADLINE.	Less Trade-In:

***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 THE ACTUAL MILEAGE (AM)* MILEAGE IN EXCESS OF MECHANICAL LIMITS (EL)* WARNING: NOT THE ACTUAL MILEAGE - ODOMETER DISCREPANCY (NM)*

Printed Name of Seller	X Signature of Seller	Date of Statement
Printed Name of Purchaser	X Signature of Purchaser	Date of Statement

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.

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. See reverse side.

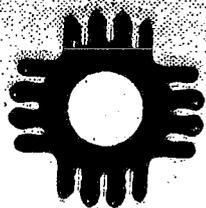
Printed Name of 1st Registered Owner	X Signature of 1st Registered Owner	Date of Statement
Printed Name of 2nd Registered Owner	X Signature of 2nd Registered Owner	Date of Statement

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.

REMARKS	APP TITLE	GOV TITLE AND REG	O/S TOTAL
ACCEPTED BY: Signature of M.V.D. Employee: _____			FEES: 0.00
			\$

Net Difference:	0.00
Net Excise Tax:	90 0.00
Registration:	0.00
Late Reg. Penalty:	52 0.00
Vets. Allowance:	51 0.00
Net Registration:	0.00
Spec. Plate Fee:	COUNTY VEHICLE X 0.00
Admin. Fee:	61 0.00
Transaction Fee:	55 0.00
Late Transfer Fee:	70 0.00
Duplicate Title Fee:	72 0.00

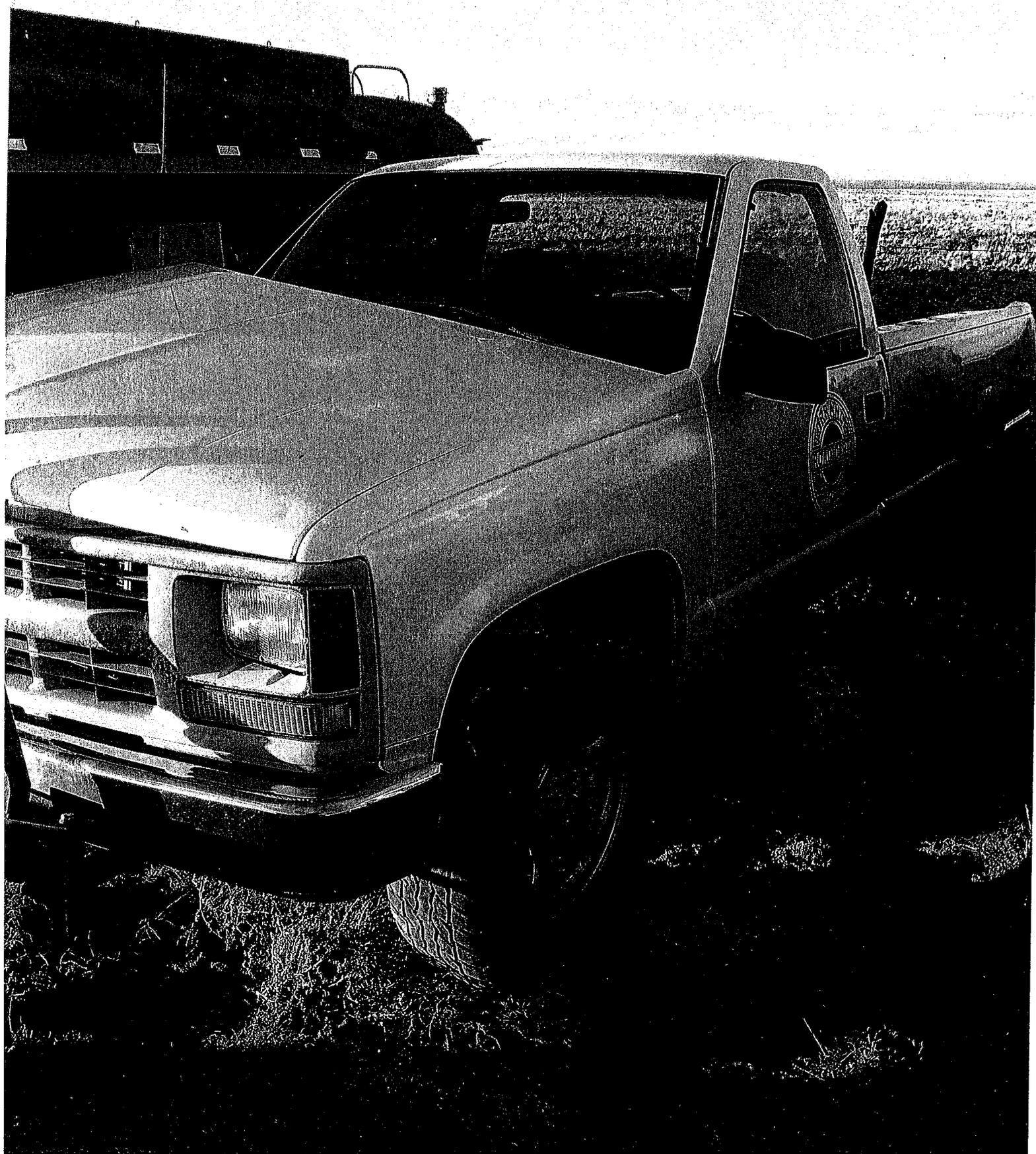
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7283

Government

New Mexico USA



GM

1GCEK14W5W22

Advertisement

My Car's Value

1998 Chevrolet 1500 Regular Cab Short Bed



Print

Mileage: **200,000**

[Edit Options](#)

4.5 ★ (1659 Ratings)

[Write a review](#)



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: 8-30-2021

Requesting Department: Road

Property Subject of Request: 1998 Chevy 1500 (449152)

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>Drew</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. <u>Not a grant purchase</u>	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:
<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">PA</div>

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:

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Committee Notes:

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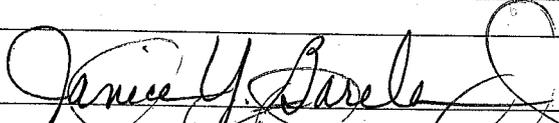
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- Dispose, as requested
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- Dispose, as amended by Committee: _____

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.		
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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.		

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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.		
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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 Huson
 - 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 has been Replaced

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

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

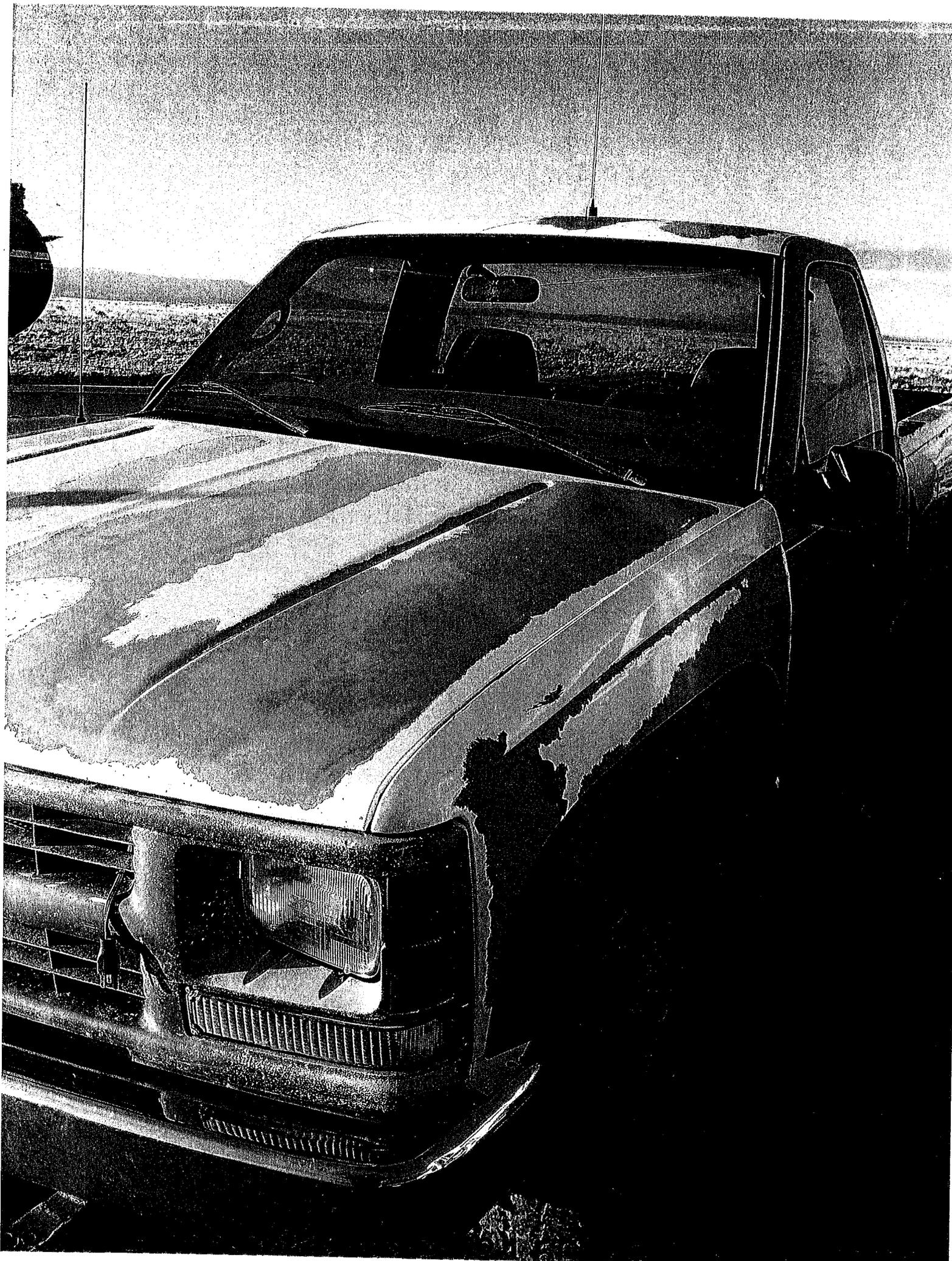
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road Pld.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 1998
 - 6) Make/Model: Chevy
 - 7) VIN/Serial Number: 16CGK24F4YF449158
 - 8) License Number: N.A.
 - 9) Mileage: 1205
 - 10) **Current** Resale or Market Value: 20,125
 - 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: 2-2-2021







GVWR

3901KG(8600LB)

MEQ BY GENERAL MOTORS CORP

GVWR

2151KG(4750LB)

GVWR

2221KG(4900LB)

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE

1GCG1Z4E4M49158

TYPE: TRUCK

MODEL NAME

WHEEL TIRE SIZE

FBI LITZ/ST/10E

PR 112/87R10E

SEE OWNER'S MANUAL FOR MORE INFORMATION

GPI

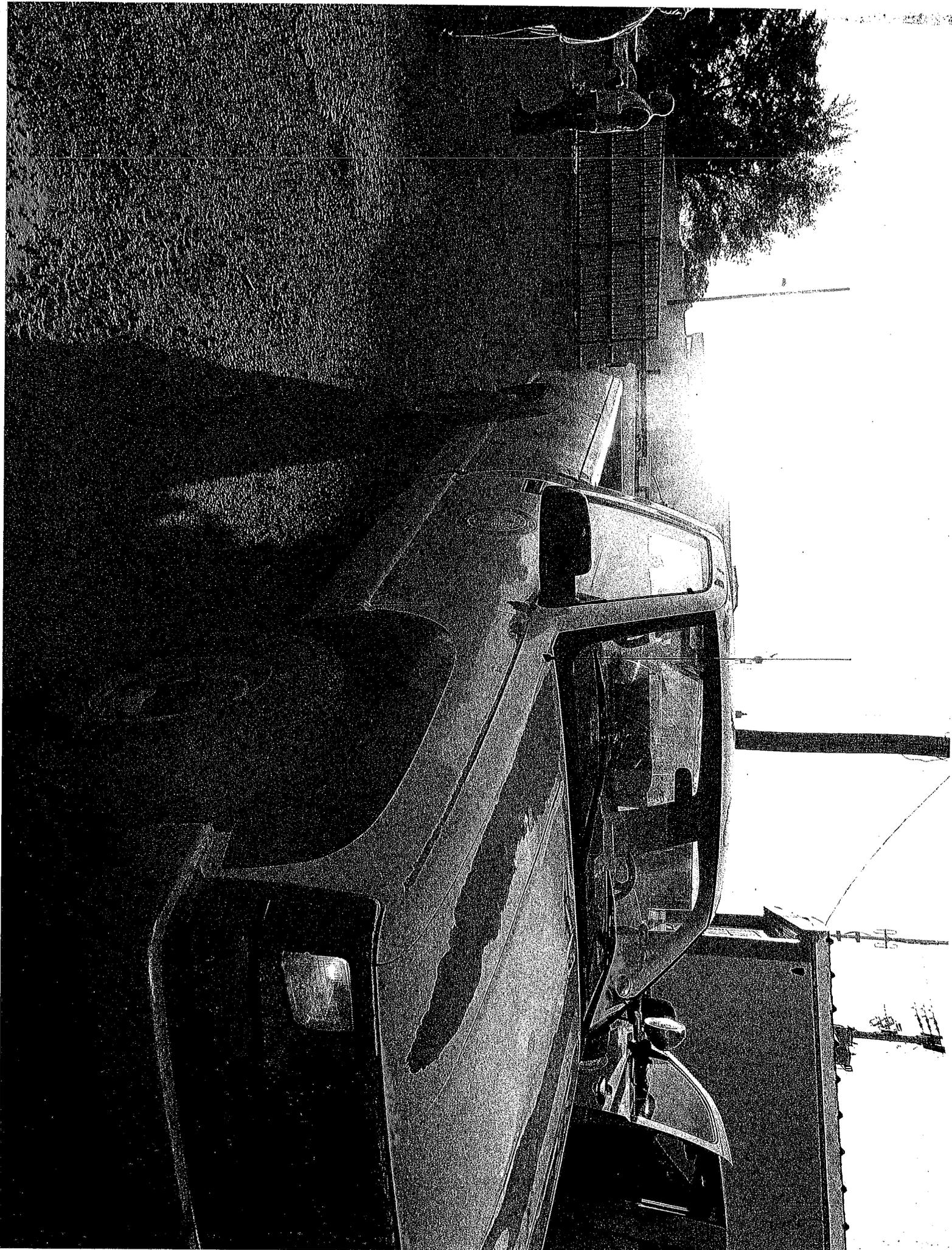
270/21

15.5/55

WHEEL TIRE PRESSURE

30PSI(2.1BAR)

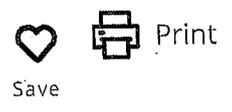
30PSI(2.1BAR)





Advertisement

My Car's Value 1998 Chevrolet 1500 Regular Cab Short Bed



Mileage: **200,000** [Edit Options](#)
4.5 (1659 Ratings) [Write a review](#)



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: 8-31-2021

Requesting Department: Road

Property Subject of Request: 2009 Ford F150 (B43741)

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, <u>hard</u> 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</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. <u>not grant purchase</u>	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

SLOD

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

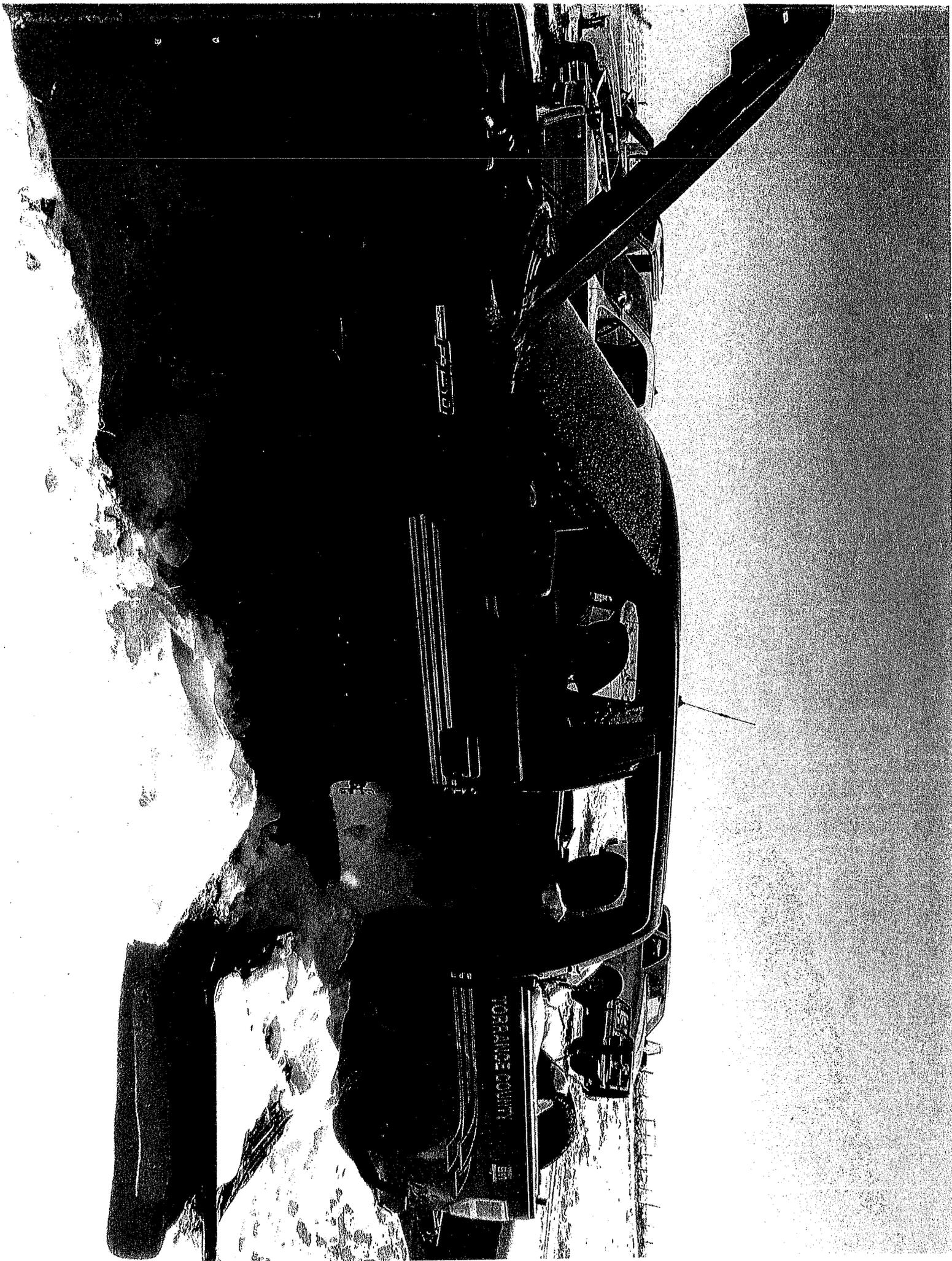
4. Board of County Commissioners, by Resolution No. _____ Date: _____

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.		



MFD. BY FORD MOTOR CO.

DATE: 12/09

GVWR: 7200LB / 3266KG

FRONT GAWR: 3750LB

REAR GAWR: 3850LB

1701KG

WITH 1746KG

P265/70R17

WITH TIRES P265/70R17

17x7.5J

RIMS 17x7.5J

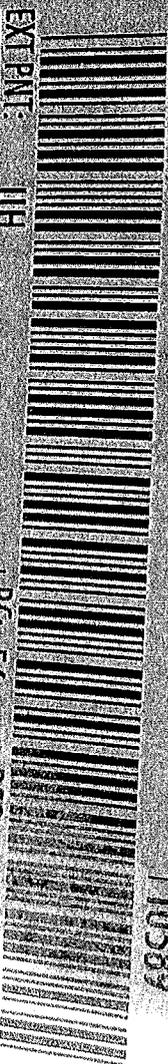
AT 240 kPa / 35 PSI COLD

AT 240 kPa / 35 PSI COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 1FTFW1EV5AKB45141
TYPE: Truck

F0041
10589



EXEPT: UH RC: 56 DSD: 1
WB INTIR TP/PS R AXLE TR SPR
145 CE 7 H9 6 UAA
2200912102987 UTC V5USA-1520472-BA



TIRE AND LOADING INFORMATION

SEATING CAPACITY TOTAL: 6 FRONT: 3 REAR: 3

The combined weight of occupants and cargo should never exceed: 658 kg or 1452 lbs

Home / What's My Car Worth / Category & Style / Options & Condition / XL Pickup 4D 6 1/2 ft

Advertisement

My Car's Value
**2009 Ford F150 Super Cab
XL Pickup 4D 6 1/2 ft**

Mileage: **250,000**  Edit Options

4.6  (933 Ratings) Write a review

  Print
Save



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.

Instant Cash Offer Trade-in **Private Party** Donate Your Car





Torrance County
Property Disposition Committee
Torrance County Resolution 2020-07

Date: 8-31-2021

Requesting Department: Road

Property Subject of Request: 2009 Chevy 2500 (145642)

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.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Photos, <u>hard</u> or digital copies, are attached for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Committee member(s) physically verified identity and condition of tangible PERSONAL property. If yes, list person(s) who verified: <u>J. Green</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Committee verified current resale or market value.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	If tangible PERSONAL property was purchased through a grant, Committee verified disposal of this property is allowable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Committee Notes:

Scrap

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: _____

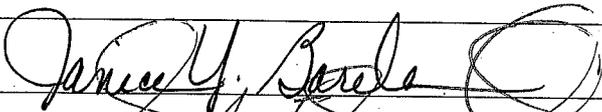
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

	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.		
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8	If REAL property, committee verified receipt of appraisal, completed by a NM certified appraiser.		

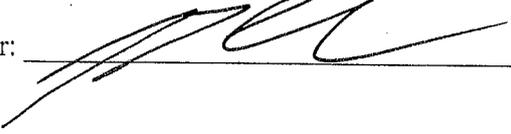
Committee Notes:
<div style="text-align: center; margin-top: 100px;">2</div>

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: parts truck - Junk

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

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

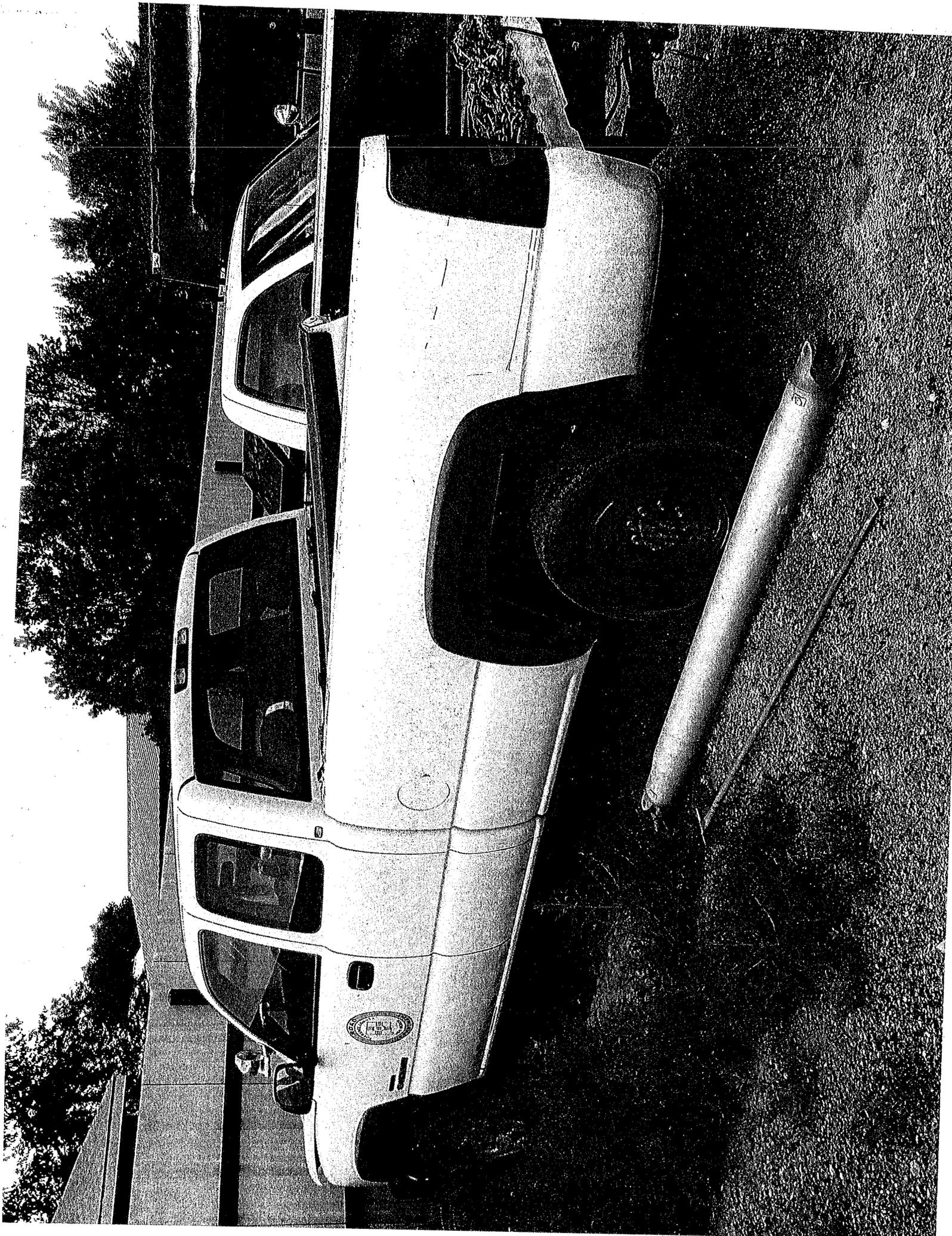
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road
 - 2) Location of Personal Property: Road Pk 5
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 2007
 - 6) Make/Model: Chevy
 - 7) VIN/Serial Number: 1GCHK291K4E145642
 - 8) License Number: G63822
 - 9) Mileage: _____
 - 10) **Current** Resale or Market Value: 79,560
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

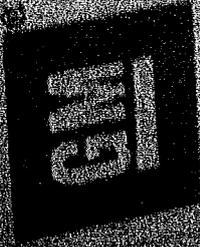
6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

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: 2-2-2021





09/03

MFD BY GENERAL MOTORS CORP

GAWR RR
2760KG(6084LB)

GAWR FRT
2118KG(4670LB)

GVWR
4173KG(9200LB)

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR
VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF
MANUFACTURE SHOWN ABOVE.

1GCHK291X4E145642 TYPE: TRUCK

MODEL: K25953

KPHV TIRE SIZE

FRT LT245/75R16E

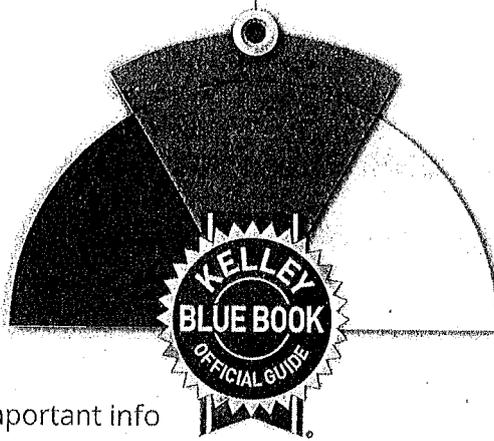
RR LT245/75R16E

SPA LT245/75R16E

SEE OWNER'S MANUAL  FOR MORE INFORMATION.

RIM	COLD TIRE PRESSURE
16X6.5J	380KPA(55PSI)
16X6.5J	550KPA(80PSI)
16X6.5J	550KPA(80PSI) F 229 T 1742

Private Party Range
\$3,382 - \$5,737
 Private Party Value
\$4,560



① Important info & definitions

Condition: Fair

Valid for ZIP Code **88201** through **08/31/2021**

4.7 ★ (1307 Ratings)

[Write a review](#)

Track This Car's Value

Be the first to know when this vehicle's trade-in value changes by more than 2%.

Email Address

Send Me Updates

By subscribing to these updates, I accept KBB.com's [Terms of Service](#)

2 See How Others Price Your Car

Set a competitive price when you know what others are asking.



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 8-31-2021

Requesting Department: Road

Property Subject of Request: 1998 Chevy Lumina (171021)

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>Jerem</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:
<p style="font-size: 2em; margin: 0;">Scrp</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: _____ _____		
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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: _____

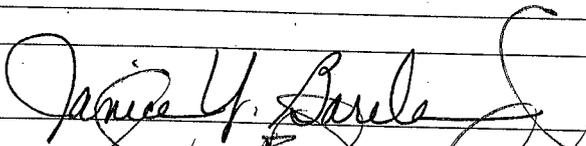
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

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: _____ _____		
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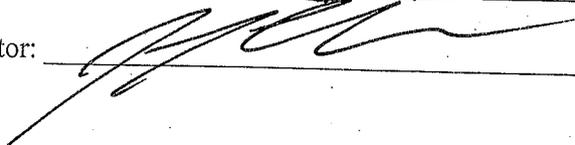
Committee Notes:

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:

	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 Lugen
 - 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: parts truck - junk

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

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

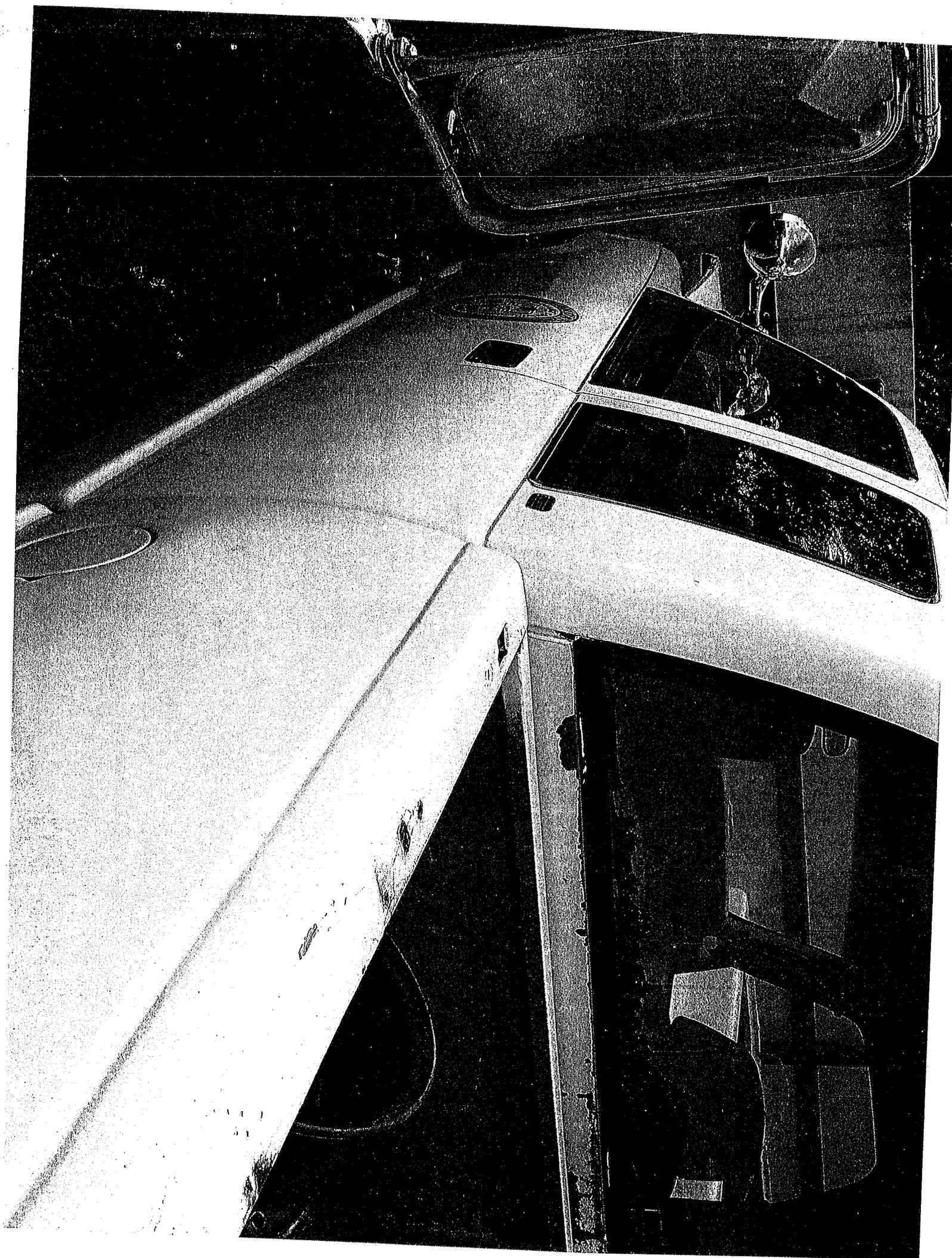
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road Pkt.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 1998
 - 6) Make/Model: Chevy
 - 7) VIN/Serial Number: 1GCEK19R1WE171021
 - 8) License Number: G-66653
 - 9) Mileage: N.A.
 - 10) **Current** Resale or Market Value: 71,246
 - 11) Grant Purchase: Yes No (If yes, provide verification from granting agency, if allowable.)

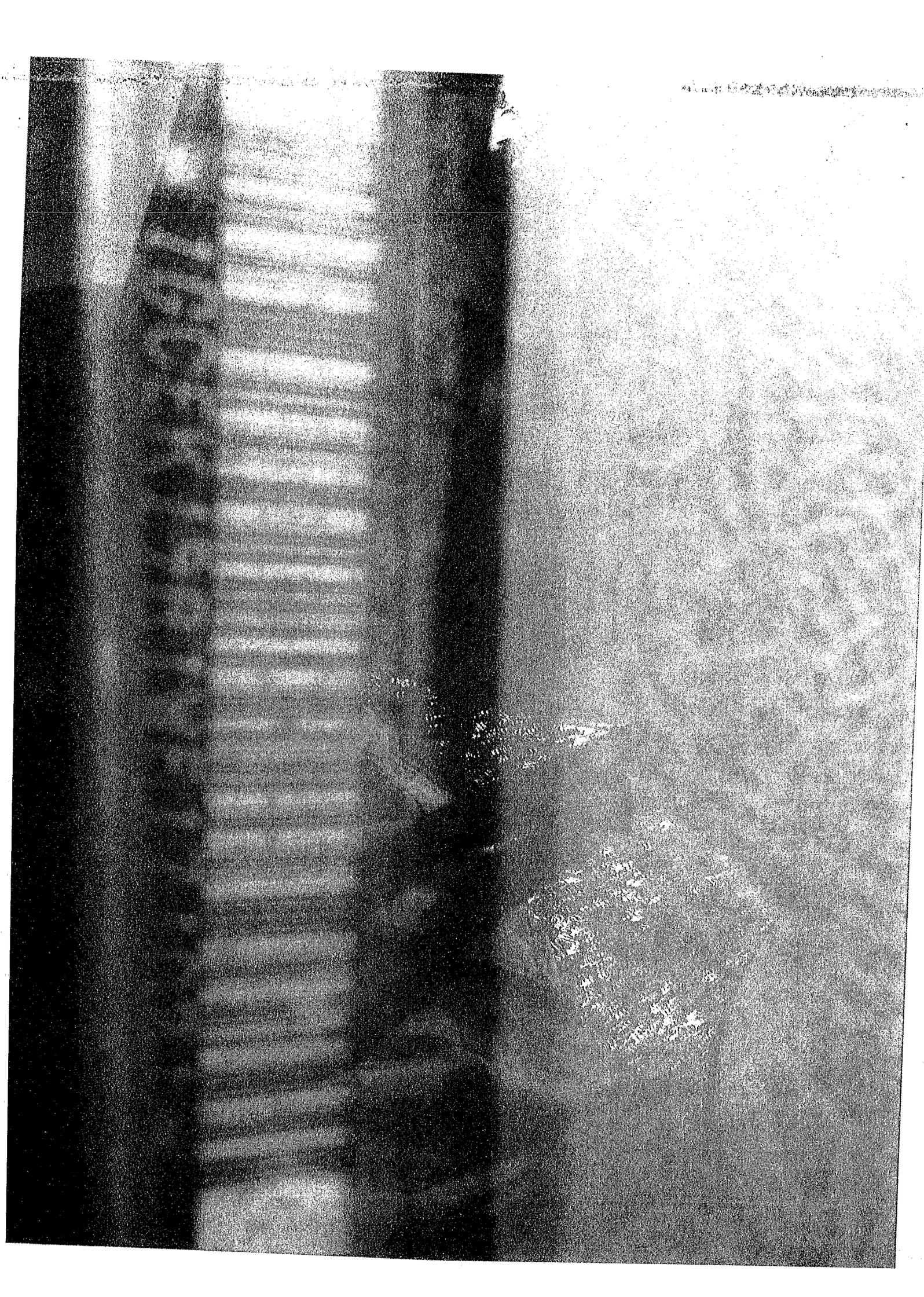
6. First Responder Emergency Equipment to Be Removed: (If not removed, provide justification.)

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: _____

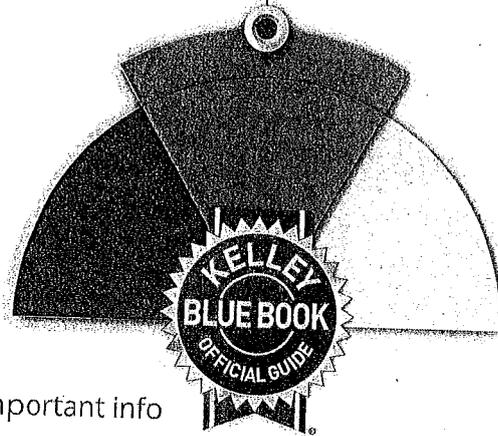
Date: 2-2-2021





160CEK19R1WF777009

Private Party Range
\$1,246 - \$3,119
 Private Party Value
\$2,183



📌 Important info & definitions

Condition: ▼

Valid for ZIP Code **88201** through **08/31/2021**

4.4 ★ (332 Ratings)
 Write a review

Track This Car's Value

Be the first to know when this vehicle's trade-in value changes by more than 2%.

Send Me Updates

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2 See How Others Price Your Car

Set a competitive price when you know what others are asking.



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 9-1-2021

Requesting Department: Road

Property Subject of Request: 1990 GMC Topkick Dump Truck (610363)

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</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:

4. Comparison Listings & sales under \$5K.
Scrap metal

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: _____

James Y. Barola

[Signature]

[Signature]

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

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: parts & work

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

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

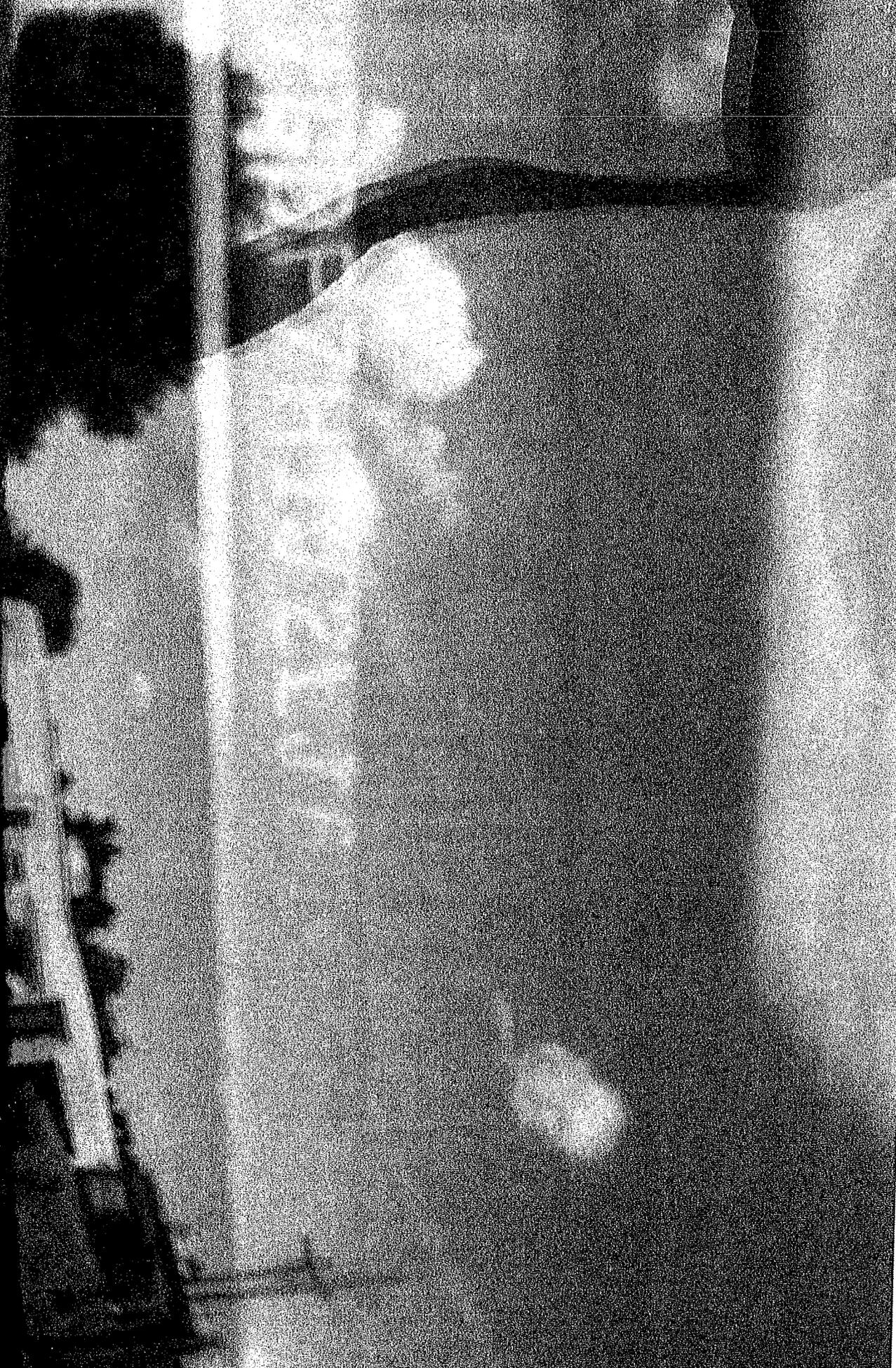
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Equip
 - 2) Location of Personal Property: Road Pkts.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: _____
 - 5) Year manufactured: 1990
 - 6) Make/Model: GMC Top Rick
 - 7) VIN/Serial Number: 1GDP7H1J2LJ 610363
 - 8) License Number: G7031
 - 9) Mileage: NA
 - 10) **Current** Resale or Market Value: 25,000
 - 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: _____





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A Liquidity Services Marketplace

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8/31/21 - Due to weather conditions in several locations, some sellers may not be reachable for questions or to schedule pickups. In these cases, pick-up dates will be extended. X



1990 GMC TOPKICK

Auction Closed

High Bidder: b*****g

Sold Amount: \$1,825.00

Buyer's Premium (12.50%): \$228.12

Total Price: \$2,053.12

[View Bid History](#)

[Terms and Conditions](#)

753 visitors



[More Photos](#)

Year	Make/Brand	Model	Miles	Title Restriction
1990	GMC	C7H042	95,263	No Title Restriction
Condition	Category		Inventory ID	
Used/See Description	Trucks, Heavy Duty 1 ton and Over		90-226	

1990 GMC TOPKICK Diesel C7H042 Dump Truck. Truck has bad transmission. Clutch issues when shifting. No seat. Needs new battery. Unit doesn't crank. Must be hauled/towed. No service records provided. SOLD AS IS WHERE IS. Rusted painted job. Hours:5690

? Questions and Answers

Q: Is it gas or diesel, and which engine make? When was it last run? (10/15/20 10:29 AM)

A: truck has been sitting since 2013. As listed, it is a diesel engine. (10/15/20 10:32 AM)

Q: Good morning do you know if it's just because The clutch has gone out or if it's a internal transmission problem Thank you (10/18/20 11:18 PM)

A: internal problem (10/19/20 7:26 AM)

» Seller Information

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on level one probation have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.
PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your GovDeals account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

TAX CALCULATION & EXEMPTIONS

TAX CALCULATION: Sale Tax, where applicable, will be calculated and added at the end of the auction.

TAX EXEMPTION:

Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to GovDeals Bidder Services at [target="top">tax@govdeals.com](mailto:tax@govdeals.com) within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact GovDeals Bidder Services for all tax exemption questions.

Removal

Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. A Loading Waiver must be signed before any assistance loading may be provided

MUST HAVE A BUYERS CERTIFICATE TO CLAIM PROPERTY.

Please contact Elylyn Mitchell at 229-302-1629 to schedule a removal time.

REMOVAL DATES AND TIMES ARE BETWEEN:

the hours of 7:00 a.m. and 3:00 p.m., Monday through Thursday, excluding legal holidays.

Please note that upon removal of the property, All Sales Are Final.

IF YOU ARE TAX EXEMPT, PLEASE PROVIDE A COPY OF YOUR SALES TAX EXEMPTION CERTIFICATE WITH YOUR PAYMENT.

MUST HAVE A BUYERS CERTIFICATE TO CLAIM PROPERTY.

**BUY
WHAT
YOU
WANT** WITH

Check Buying Power



1992 GMC TOPKICK C4500 For Sale In Bethel, Pennsylvania



For Sale Price: \$3,995

[Get Financing*](#)

Contact Information

**GATOR TRUCK
SALES**

[Bethel,](#)

[Pennsylvania](#)

[19507](#)

**Phone: (717) 400-
7104**

Messenger:

[Message](#)

WhatsApp:

[Message](#)

[Video Chat With](#)

[This Dealer](#)

**Contact: Brian
Werner**

Photos (5)



See All Dump Trucks By GATOR TRUCK
SALES

See All Trucks By GATOR TRUCK SALES



[Apply for Financing](#)



[Get Shipping Quotes](#)



Description

**BUY
WHAT
YOU
WANT** WITH

Check Buying Power



1992 GMC TOPKICK C6500 For Sale In Galva, Illinois



For Sale Price: \$6,500

[Get Financing*](#)

Contact Information

**APPELL
EQUIPMENT
SALES**

[Galva, Illinois](#)

[61434](#)

Phone: (309) 932-

8221

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[Video Chat With](#)

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Contact: Appell

Sales

Photos (12)



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[Get Shipping Quotes](#)

Description

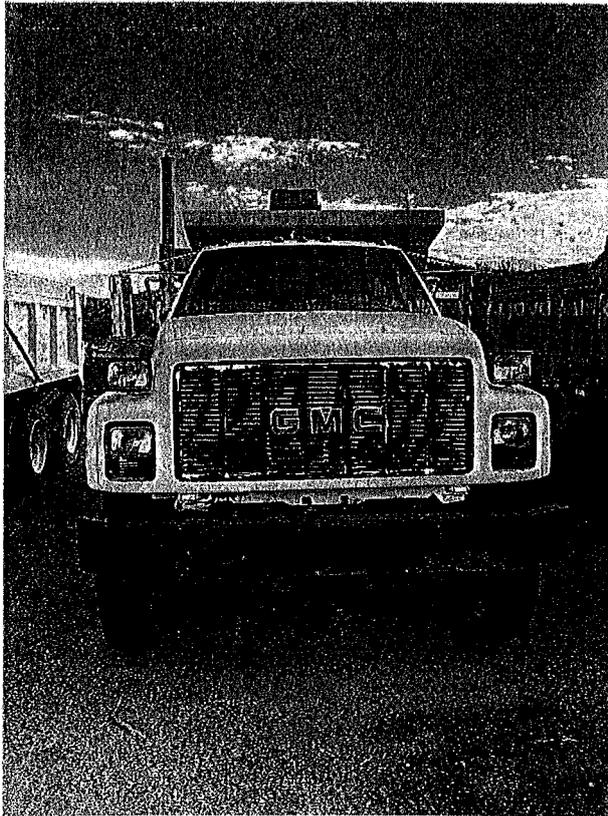
Caterpillar 3116, 6 spd, spring susp, 12000 lb frt, 21000 lb rears, 156 in. WB, PTO, Heil 9 ft 6 in. box



Search Auctions

[Advanced Search](#)

8/31/21 - Due to weather conditions in several locations, some sellers may not be reachable for questions or to schedule pickups. In these cases, pick-up dates will be extended. **x**



[More Photos](#)

1993 GMC C7H042 Topkick Dump Truck

Auction Ends **9/3/21 11:58 AM ET**

Remaining **1 Day 22 Hrs**

This item is subject to an auto [extension](#) of the auction end time.

[Refresh Bid & Time](#)

Tax [See Payment Instructions](#)

Buyer's Premium **10.00%**

Starting Bid **\$1.00**

Bids **4**

High Bidder **s****s**

Current Bid **\$5,000.00**

Bid Increment **\$50.00**

Minimum Bid **\$5,050.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

520 visitors

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction
1993	GMC	C7H042	1GDP7H1JxPJ501932	213,859	No Title Restriction

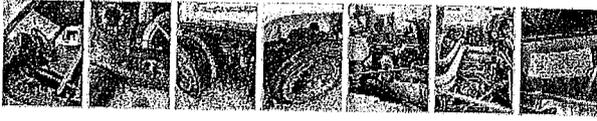
Condition	Category	Inventory ID
Used/See Description	Trucks, Heavy Duty 1 ton and Over	8

1993 GMC C7H042 CONVENTIONAL CAB, 6.6L L6 DIESEL,
5-yard dump truck in fair condition

Needs jump to start

dump works

drove fine last time used



💡 Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS.' Sierra County, NM makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Quick Asset Lookup (QAL) #: 7458-46 (GD)



Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
Contact us with any questions, comments or concerns.
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Equipment Auctions

Liquidation.com
Retail Supply Chain

Machinio.com
Heavy Equipment



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 8-30-2021

Requesting Department: Road

Property Subject of Request: GMC Sonoma 2003 (168102)

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, <u>hard</u> 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>Jeren</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. <u>not Grant Purchased</u>	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

Scrap

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: _____

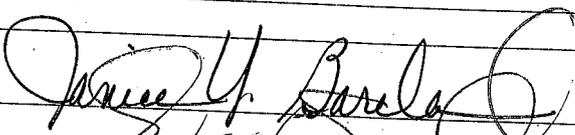
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

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.		

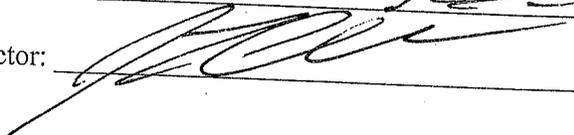
Committee Notes:

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 Lugen
 - 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

4. Recommended Use of Funds Generated by This Transaction: ~~_____~~ do dry and by trucks

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

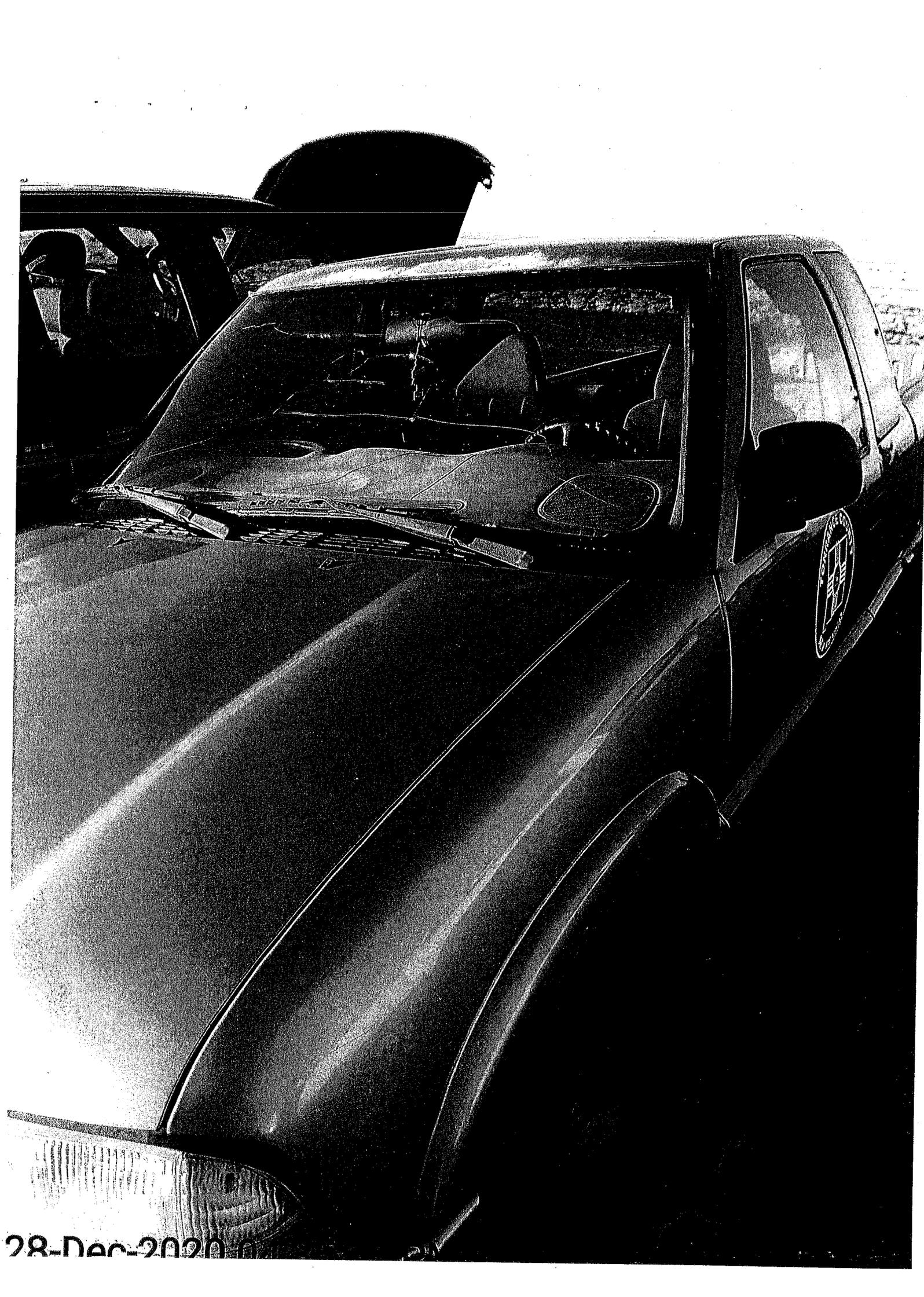
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road pit.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 11-02
 - 6) Make/Model: Truck. Gmc Sonoma
 - 7) VIN/Serial Number: 1GTC519H738168102
 - 8) License Number: G-55402
 - 9) Mileage: NA
 - 10) **Current** Resale or Market Value: > 1,222
 - 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: 2-2-2021



28-Dec-2020 0





Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 8-31-2021

Requesting Department: Road

Property Subject of Request: 1989 Chevy GM7 2500 (198553)

Disposition Type:

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, <u>hard</u> 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>Jerem</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. <u>not grant</u>	✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.	✓	

Committee Notes:

Slap

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: _____

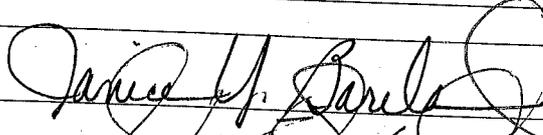
3. **REAL** Property with a Value Greater than \$25,000 or with a Lease Period of More than Five (5) Years:

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: parts truck

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

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

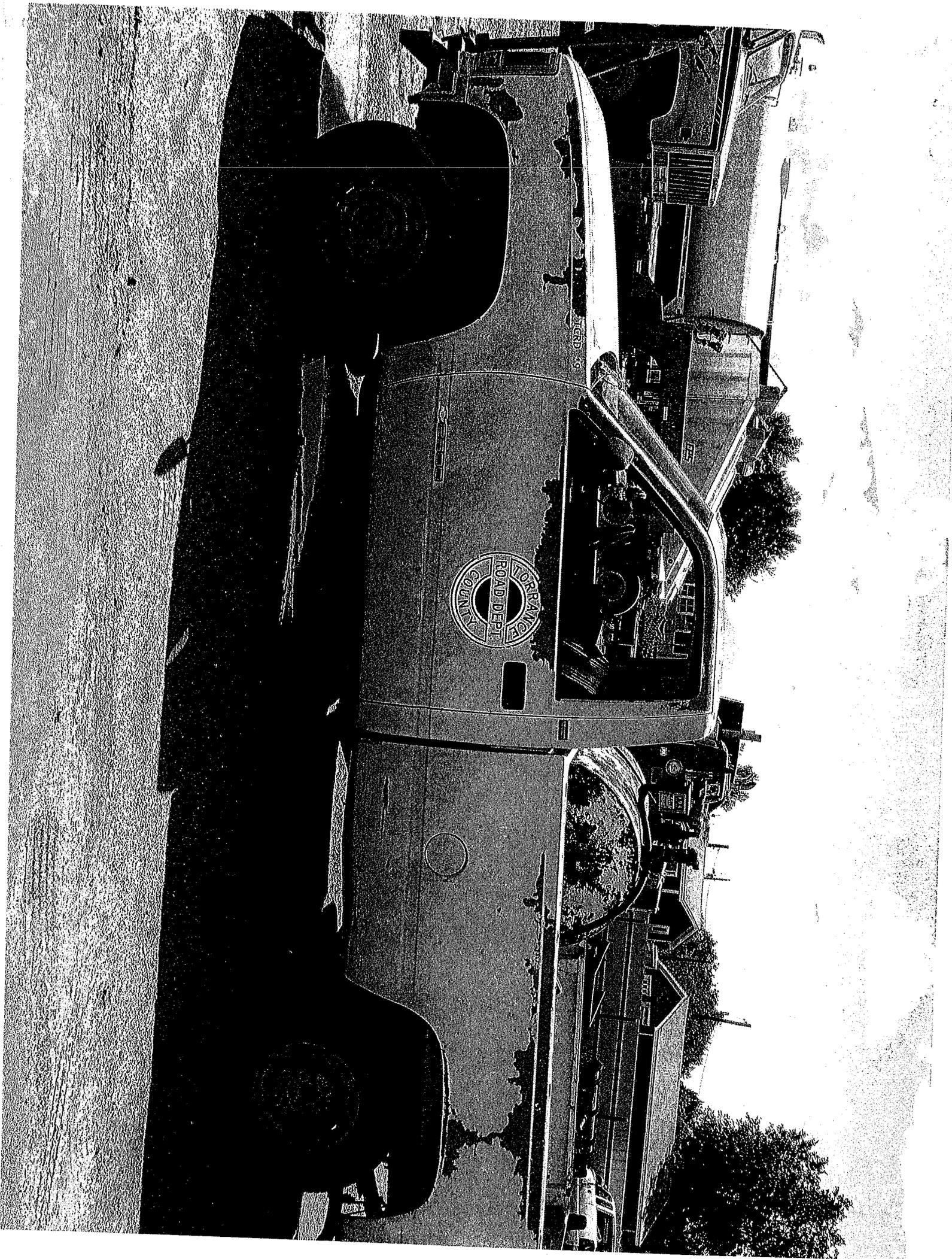
 - B. Tangible **PERSONAL** Property: (If multiple, please attach list with complete details for each.)
 - 1) Property Name/Identifier: Road Dept.
 - 2) Location of Personal Property: Road pit.
 - 3) Photos Attached: hard copy digital emailed to: _____
 - 4) Torrance County ID Tag Number: NA
 - 5) Year manufactured: 1989
 - 6) Make/Model: Chevy
 - 7) VIN/Serial Number: 1GCFK24K1K1298553
 - 8) License Number: G51242
 - 9) Mileage: NA
 - 10) **Current** Resale or Market Value: > 1700
 - 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: 2-2-2021





J.D. POWER



Did you know J.D. Power's industry-leading valuations data drives NADAguides.com? Learn more



1989 Chevrolet C2500 Prices and Values Pickup 3/4 Ton Fleetside

↔ CHANGE CAR ⊕ COMPARE

Values ¹

Original MSRP

Base Price

\$11,698

\$11,698

Low Retail

Base Price

Options

\$1,700

\$1,700

Average Retail

Base Price

Options

\$3,950

\$3,950

High Retail

Base Price

Options

\$6,450

\$6,450

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Find Cars-For-Sale Near You

Select a Make ▼

Select a Model ▼

87016

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Go

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15 minutes could save you 15% or more on car insurance.



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Classic Car Pricing



Torrance County

Property Disposition Committee

Torrance County Resolution 2020-07

Date: 8-31-2021

Requesting Department: Road

Property Subject of Request: 2003 Chevy 2500 (211326)

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, <u>hard</u> 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>Juan</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. <u>Not Grant Purchase</u>		✓	
6	If tangible PERSONAL property is a vehicle, Committee verified the County has the title.		✓	

Committee Notes:

*Needs minor work
possible sell
show plan*

Property Disposition Committee's Recommendation:

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

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:

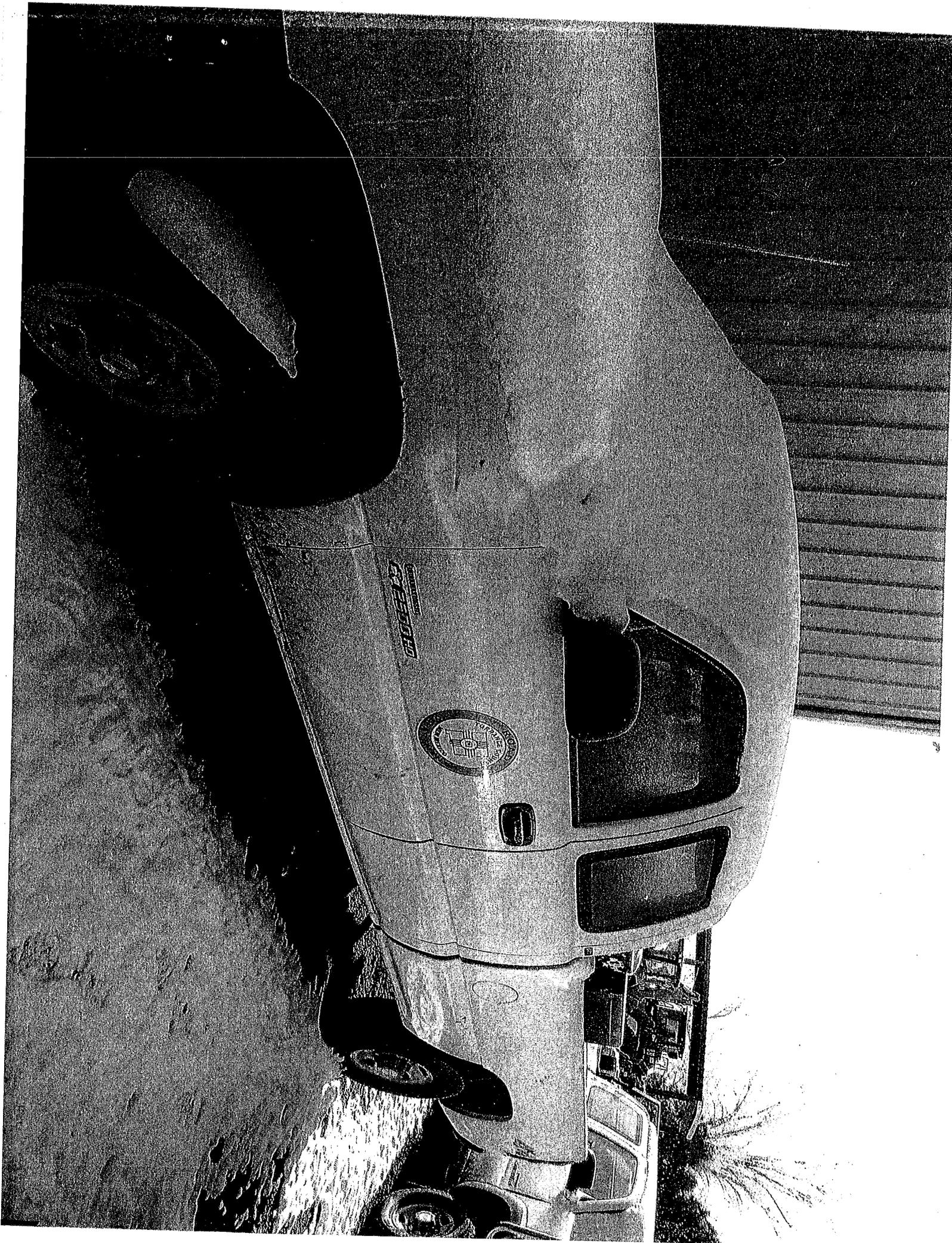
	Action Required	Date Completed	Initials
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2	For REAL property, provide appraisal and copy of quitclaim deed. <i>WARRANTY DEEDS are not allowed.</i>		
3	Upon receipt of LGD's approval, provide the LGD's approval letter to OSA, along with all materials 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.		
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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)		
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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





MED BY GENERAL MOTORS CORP

GVWR 4173KG(9200LB)

GVWR FRT 2118KG(4670LB)

GVWR RR 2760KG(6084LB)

12002

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

1GCHK29143E211326

TYPE: TRUCK

MODEL: K25953

APLK TIRE SIZE

FRT LT245/75R16

RR LT245/75R16

SPA LT245/75R16

SEE OWNER'S MANUAL



FOR MORE INFORMATION

RIM

16X6.5J

16X6.5J

16X6.5J

COLD TIRE PRESSURE

380KPA(55PSI)

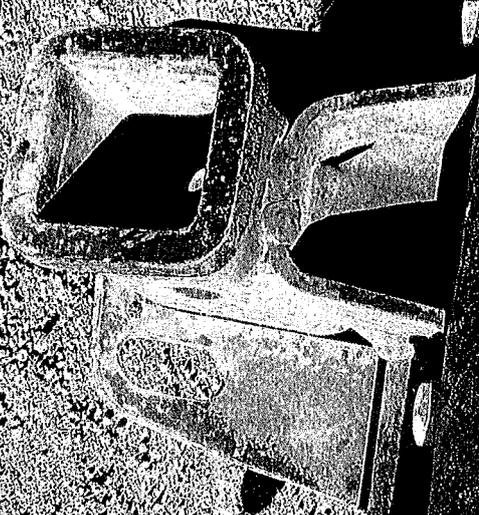
550KPA(80PSI)

550KPA(80PSI)

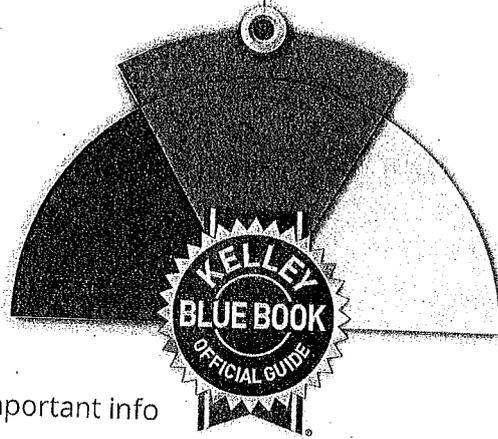
LEONARDO B. DIAZ

95839

Government
North Macedonia



Private Party Range
\$2,934 - \$5,185
 Private Party Value
\$4,060



ⓘ Important info & definitions

Condition: Fair

Valid for ZIP Code **88201** through **08/31/2021**

4.7 ★ (1307 Ratings)
 Write a review

Track This Car's Value

Be the first to know when this vehicle's trade-in value changes by more than 2%.

Email Address

Send Me Updates

By subscribing to these updates, I accept KBB.com's [Terms of Service](#)

2 See How Others Price Your Car

Set a competitive price when you know what others are asking.



Torrance County Property Disposition Committee

Torrance County Resolution 2020-07

Date: 9-1-2021

Requesting Department: Road

Property Subject of Request: 1987 Volvo white (12,000)

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</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:

4. Value assessed
RMS
3k?

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
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Committee Notes:

Property Disposition Committee's Recommendation:

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

Considerations		Yes	No
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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

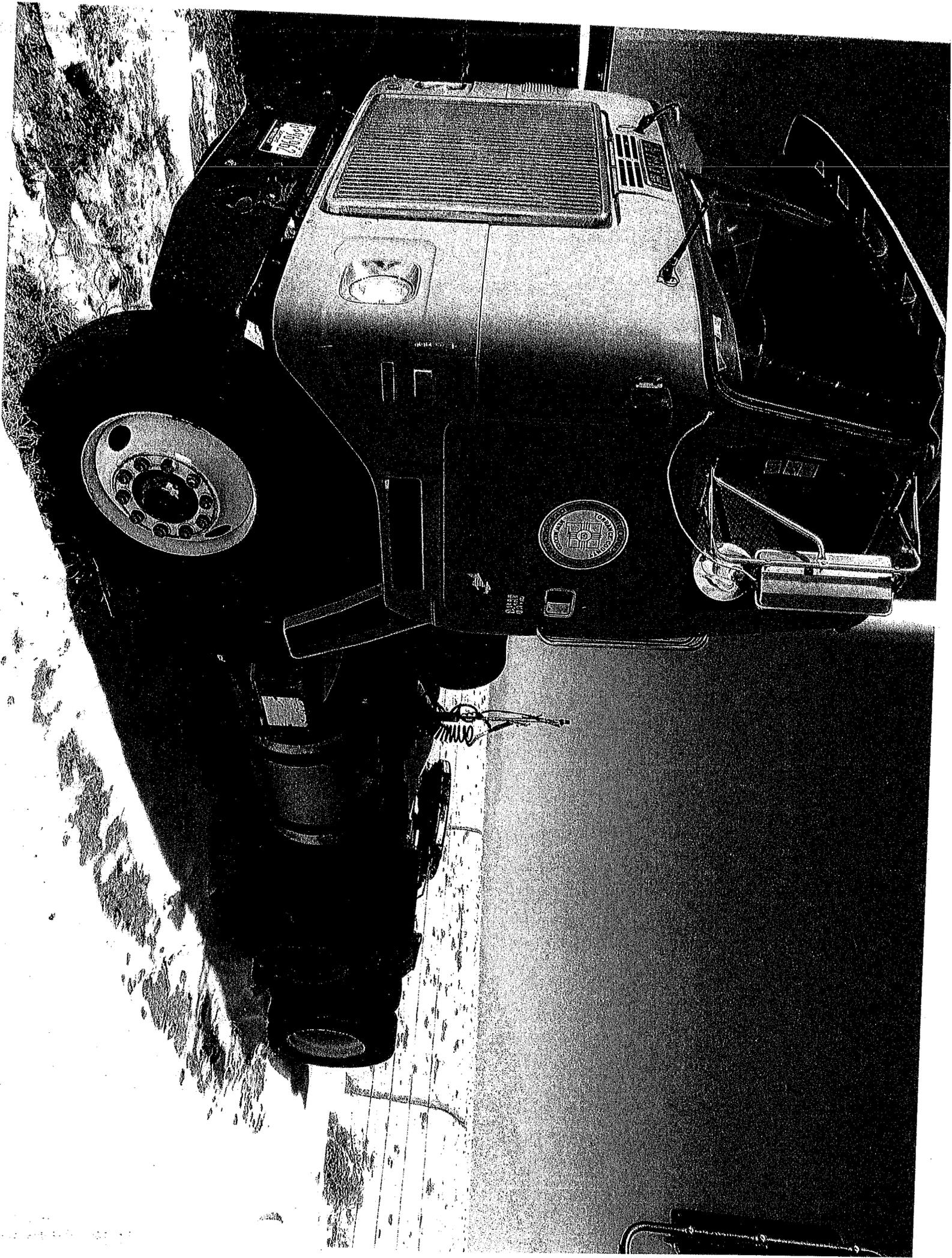
4. Board of County Commissioners, by Resolution No. _____ Date: _____

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

	Action Required	Date Completed	Initials
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G 96962
Government
New Mexico USA





[Advanced Search](#)

8/31/21 - Due to weather conditions in several locations, some sellers may not be reachable for questions or to schedule pickups. In these cases, pick-up dates will be extended. x



1985 Volvo White Roll-off truck

Auction Closed
 High Bidder: 4****k
 Sold Amount: \$2,825.00
 Total Price: \$2,825.00

[View Bid History](#)
[Terms and Conditions](#)
 921 visitors



Year	Make/Brand	VIN/Serial	Miles	Title Restriction
1985	Volvo White	1WXDAHD4GN105577	408,073	No Title Restriction

Condition	Category
Used/See Description	Trucks, Heavy Duty 1 ton and Over

Medford Township is offering for auction one (1) 1985 Volvo White Roll-off truck. Vehicle has 408,073 miles and has rust on the frame and body. Truck does not run and has transmission issues. Seller is not responsible for this vehicle.

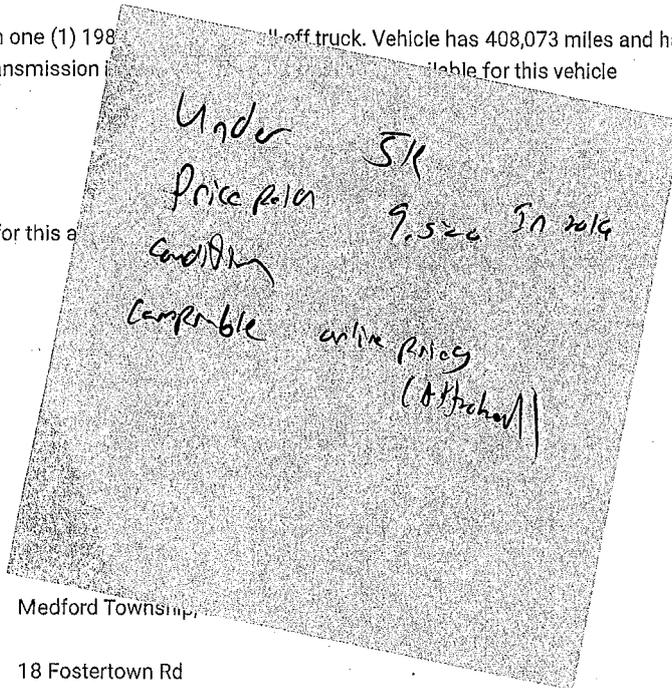
? Questions and Answers

There are currently no questions posted for this auction.

» Seller Information



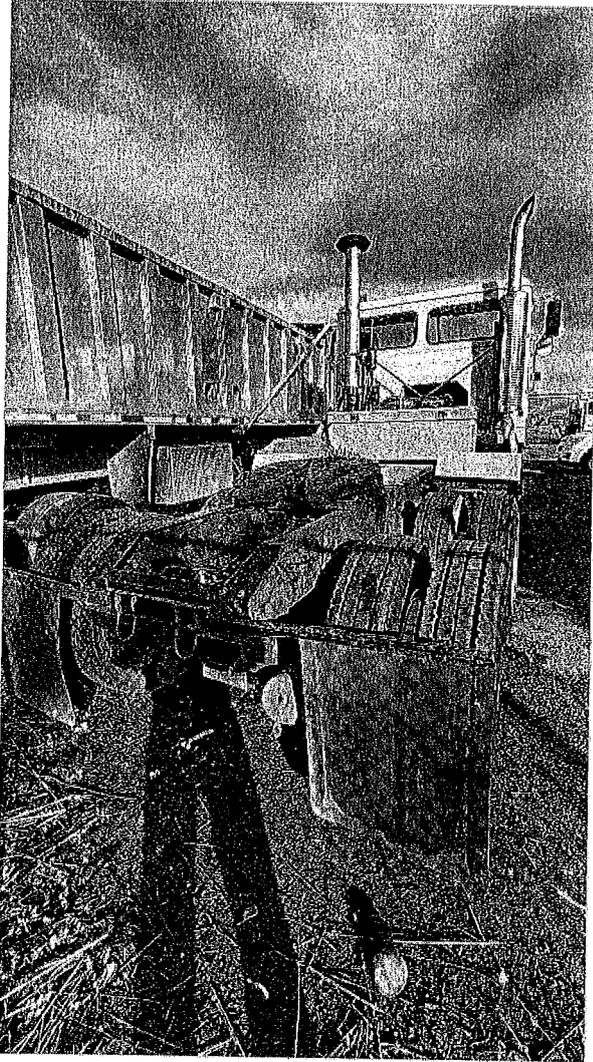
Seller Name Medford Township
Asset Location 18 Fostertown Rd
 Medford, New Jersey 08055-9548
[Map to this location](#)





[Advanced Search](#)

8/31/21 - Due to weather conditions in several locations, some sellers may not be reachable for questions or to schedule pickups. In these cases, pick-up dates will be extended. x



**1987 VOLVO WHITE
WHS64T 5TH WHL CAB
OVER TRACTOR / LOT308-
875624-R**

Auction Closed

High Bidder: **J****8**

Sold Amount: **\$2,251.00**

Buyer's Premium (8.00%): **\$180.08**

Total Price: **\$2,431.08**

[View Bid History](#)

[Terms and Conditions](#)

795 visitors



[More Photos](#)

Tier Membership Requirements: Must be a Licensed Salvor or Dealer. Submit license at: <https://form.jotform.com/202887818470163>

Year	Make/Brand	Model	VIN/Serial	Miles
1987	VOLVO WHITE	WHS34T	1WUEDEJG1HN117807	163,052 (Accurate?:)
Condition	Category		Inventory ID	
Used/See Description	Trucks, Heavy Duty 1 ton and Over		875624	

Payment methods for this item are Wire Transfer, PayPal, or credit cards (Visa, Mastercard, American Express, Discover) only. PayPal and credit card purchases are limited to below \$5,000.00 and Bidders residing in the United States, Canada and Mexico Only. If the winning bid plus applicable taxes, if any indicated, plus the buyer's premium equals to \$5,000.00 or more, Wire Transfer must be used. Buyers on level one probation have a PayPal and Credit Card limit of \$1,000. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days unless otherwise specified below.

PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your Liquidity Services account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically via the payment methods listed below.

TAX CALCULATION & EXEMPTIONS

TAX CALCULATION: Sale Tax, where applicable, will be calculated and added at the end of the auction.

TAX EXEMPTION: Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documents must be provided to Bidder Services at tax@govdeals.com within 24 hours of the auctions close and before payment is made. Bidders are encouraged to submit their Tax Exempt Documentation prior to the Auction's close to expedite this process. Please contact Bidder Services for all tax exemption questions.

Removal

"ALL ITEMS SOLD "AS IS." "ALL ITEMS MUST BE TOWED" UNDER NO CIRCUMSTANCES MAY THE SUCCESSFUL BIDDER USE, OPERATE, TRANSFER, SELL, OR CONVEY SUCH TITLED VEHICLES OR PROPERTY UNTIL TITLE IS TRANSFERRED FROM THE CITY TO THE SUCCESSFUL BIDDER AND THE SUCCESSFUL BIDDER OBTAINS TITLE IN ITS OWN NAME. PLEASE NOTE: PICKUPS FOR THIS AUCTIONS PURCHASED ITEMS MUST OCCUR AT 2850 LEWIS ST PHILA PA ON THE FOLLOWING DAYS BETWEEN 8:00 A.M. TO 2:30 TUESDAY APRIL 6TH, THURSDAY APRIL 8TH, WEDNESDAY APRIL 14TH AND FRIDAY APRIL 16TH. ONLY ONE BUYER WILL BE ALLOWED IN THE LOT AT A TIME. SO DELAYS IN PICKING UP ARE POSSIBLE. NO ONE WILL BE PERMITTED TO ENTER THE AUCTION LOT WITHOUT A FACE COVERING/MASK. ALL VEHICLES LISTED AS "DOES NOT RUN" WILL NOT COME WITH A KEY

Media



Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with Liquidity Services WILL BE LOCKED.

Guaranty Waiver. All property is offered for sale 'AS IS, WHERE IS' The City of Philadelphia makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. Please note that upon removal of the property, all sales are final.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Quick Asset Lookup (QAL) #: 1095-2304 (GD)



Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
[Contact us](#) with any questions, comments or concerns.



*Agenda Item
No. 11-E*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
PLAN, DESIGN AND CONSTRUCT MCNABB ROAD
F3067**

WHEREAS, in the Laws of 2021, Chapter 138, Section 33, Subsection 108; the Legislature made an appropriation to the New Mexico Department of Transportation, hereinafter called "NMDOT," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the NMDOT is granting to Grantee funding not to exceed Three Hundred Thousand Dollars and No Cents (\$300,000.00) to plan, design, and construct McNabb Road between New Mexico Highway 41 and Lexco Road, including signage, in Torrance County, and

WHEREAS, the NMDOT has submitted agreement Control Number C5213067 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, Juan Torres, 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 13th DAY OF October, 2021.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, County Clerk
Date: _____

Contract Number: _____
Vendor Number: 0000054405
Control Number: C5213067

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20 __, by and between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", 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 2021, Chapter 138, Section 33, Subsection 108, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

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

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

DFA Appropriation ID F3067 NMDOT Control Number C5213067 **\$300,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 138, Section 33, Subsection 108, Three Hundred Thousand Dollars and No Cents (\$300,000), to plan, design and construct McNabb road between New Mexico highway 41 and Lexco road, including signage, in Torrance county; .

The Grantee's total reimbursements shall not exceed Three Hundred Thousand Dollars and No Cents \$300,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if

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.

applicable, Zero Dollars and Zero Cents (\$ 0.00), which equals Three Hundred Thousand Dollars and No Cents (\$300,000) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to 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.

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.

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

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

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

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Torrance County

Name: Leonard Lujan
Title: Public Works Director
Address: PO Box 48, Estancia, New Mexico 87016
Email: leonardl@tnm.us
Telephone: 505-544-4668

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 Y. Barela
Title: County Manager
Address: PO Box 48
Email: jbarela@tnm.us
Telephone: 505-544-4703

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

Department: Department of Transportation District 5 Office
Name: Stephanie Medina
Title: Local Government Road Fund Coordinator
Address: P.O. Box 4127, Santa Fe, NM 87502
Email: Stephanie.Medina@state.nm.us
Telephone: 505-660-6357

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 **6/30/2025** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give 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 subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the 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 Department of Transportation 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 Department of Transportation Grant Agreement. Should the Department of Transportation 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 only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

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

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

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Torrance County
Entity Name

By: Janice Y. Barela
(Type or Print Name)

Its: County Manager
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

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

Craig C Kling
Craig C Kling (Sep 8, 2021 13:56 MDT)

By: Craig Kling

Its: Assistant General Counsel

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

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

City: _____ State: _____ Zip: _____

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year :

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

IV.

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

V.

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

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

Grantee Representative

Printed Name

Printed Name

Date:

Date:

(State Agency Use Only)

Vendor Code: _____

Fund No.: _____

Loc No.: _____

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

Division Fiscal Officer

Date

Division Project Manager

Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

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

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]
Third Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

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

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

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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.

Attachment A

The Torrance County shall agree to comply with the following Provisions:

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

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

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

10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

C52133067 Draft

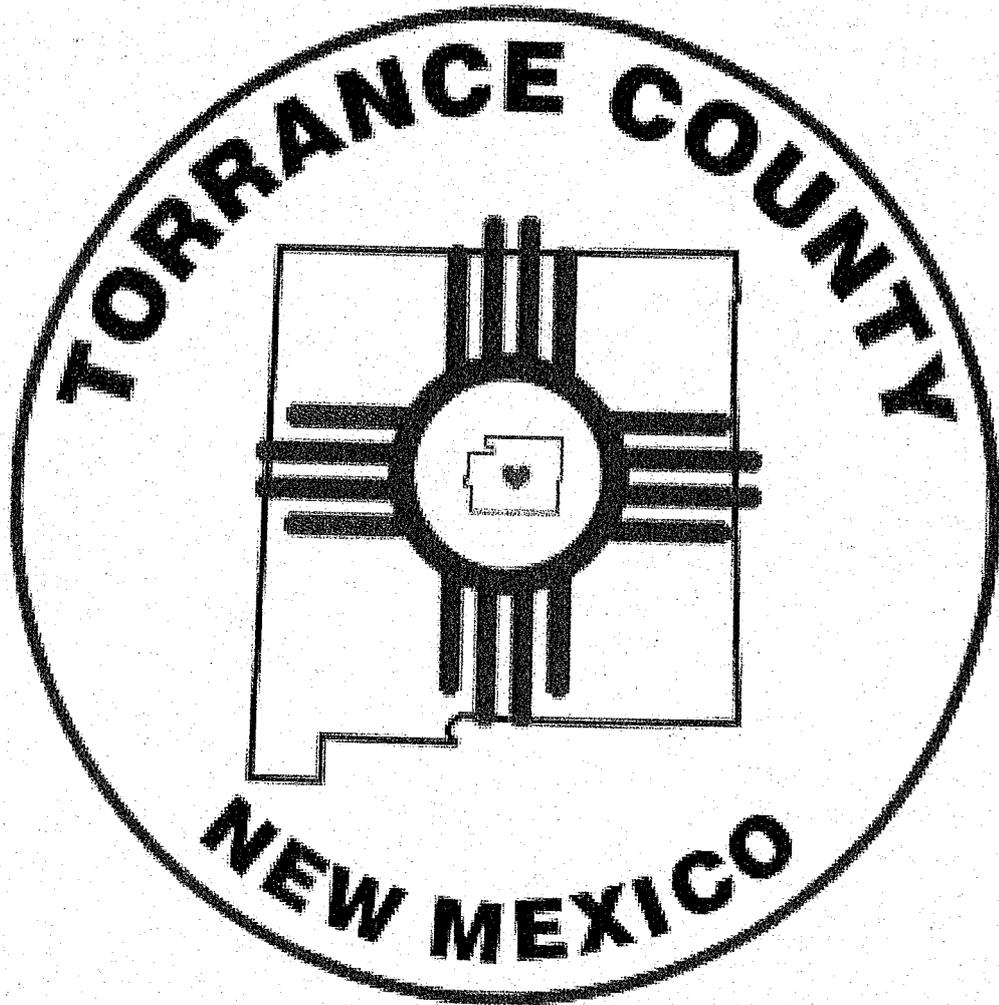
Final Audit Report

2021-09-08

Created:	2021-09-08
By:	Desiree Sanchez (Desiree.Sanchez3@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdgS0YEW_088nV27kEKgBxmJyQx3VCG5e

"C52133067 Draft" History

-  Document created by Desiree Sanchez (Desiree.Sanchez3@state.nm.us)
2021-09-08 - 7:54:25 PM GMT- IP address: 68.84.153.66
-  Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-08 - 7:54:49 PM GMT
-  Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-08 - 7:55:06 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-08 - 7:56:58 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Agreement completed.
2021-09-08 - 7:56:58 PM GMT



Agenda Item
No. 11-F

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

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

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

WHEREAS, the total cost of the project will be \$2,346,031 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or \$2,228,729.45

and

b. Torrance County's proportional matching share shall be 5% or \$117,301.55

TOTAL PROJECT COST IS \$2,346,031.00

The Torrance County shall pay all costs, which exceed the total amount of \$2,346,031.00.

NOW THEREFORE, BE IT RESOLVED in official session that Torrance County determines, resolves, and orders as follows:

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

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

NOW THEREFORE, BE IT RESOLVED by the governing body of TORRANCE COUNTY that Torrance County enters into a Cooperative Agreement for Project Control Number LP50026 with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Repave Riley Road in Torrance County within the control of the Torrance County in New Mexico.

DONE THIS 13th DAY OF October, 2021.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, County Clerk
Date: _____

Contract No. _____
Vendor No. 0000054405
Control No. HW2LP50026

**TRANSPORTATION PROJECT FUND
GRANT AGREEMENT**

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

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

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Repave Riley Road in Torrance County** (Project or CN LP50026). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Two Million Three Hundred Forty Six Thousand Thirty One Dollars and No Cents (**\$2,346,031.00**) to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **\$2,228,729.45**
Repave Riley Road in Torrance County

2. The Public Entity's required proportional matching Share shall be 5% **\$117,301.55**
For purpose stated above

3. Total Project Cost **\$2,346,031.00**

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

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

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

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

1. The Project is cancelled or partially performed.

2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:

1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 2. Have any involvement in the construction phase;
 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 4. Conduct periodic assurance inspections or comparison material testing.
 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 2. Request written Project status reports.
 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.
- 4. The Public Entity Shall:**
- a. Act in the capacity of lead agency for the purpose as described in Section 1.
 - b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
 - c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
 - d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
 - e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
 - f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 2. Design and construct the Project in accordance with standards established by the Department.
 - g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as

Exhibit B.

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

5. Both Parties Agree:

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

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

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

8. Third Party Beneficiary.

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

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

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

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

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

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

14. Equal Opportunity Compliance.

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

15. Appropriations and Authorizations.

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

16. Accountability of Receipts and Disbursements.

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

17. Severability.

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

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

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

The remainder of this page is intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

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

By: Craig C Kling
Craig C Kling (Sep 24, 2021 08:18 MDT)
Assistant General Counsel

Date: Sep 24, 2021

Torrance County

By: _____

Date: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50026

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50026**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

Torrance County

By: _____ Date: _____
Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

Torrance County

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

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

WHEREAS, the total cost of the project will be \$2,346,031 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$2,228,729.45

and

- b. **Torrance County**'s proportional matching share shall be 5% or \$117,301.55

TOTAL PROJECT COST IS \$2,346,031.00

The **Torrance County** shall pay all costs, which exceed the total amount of \$2,346,031.00.

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

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

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

Now therefore, be it resolved by the **Torrance County** to enter into Cooperative Agreement for Project Control Number **LP50026** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Repave Riley Road in Torrance County within the control of the **Torrance County** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

LP50026

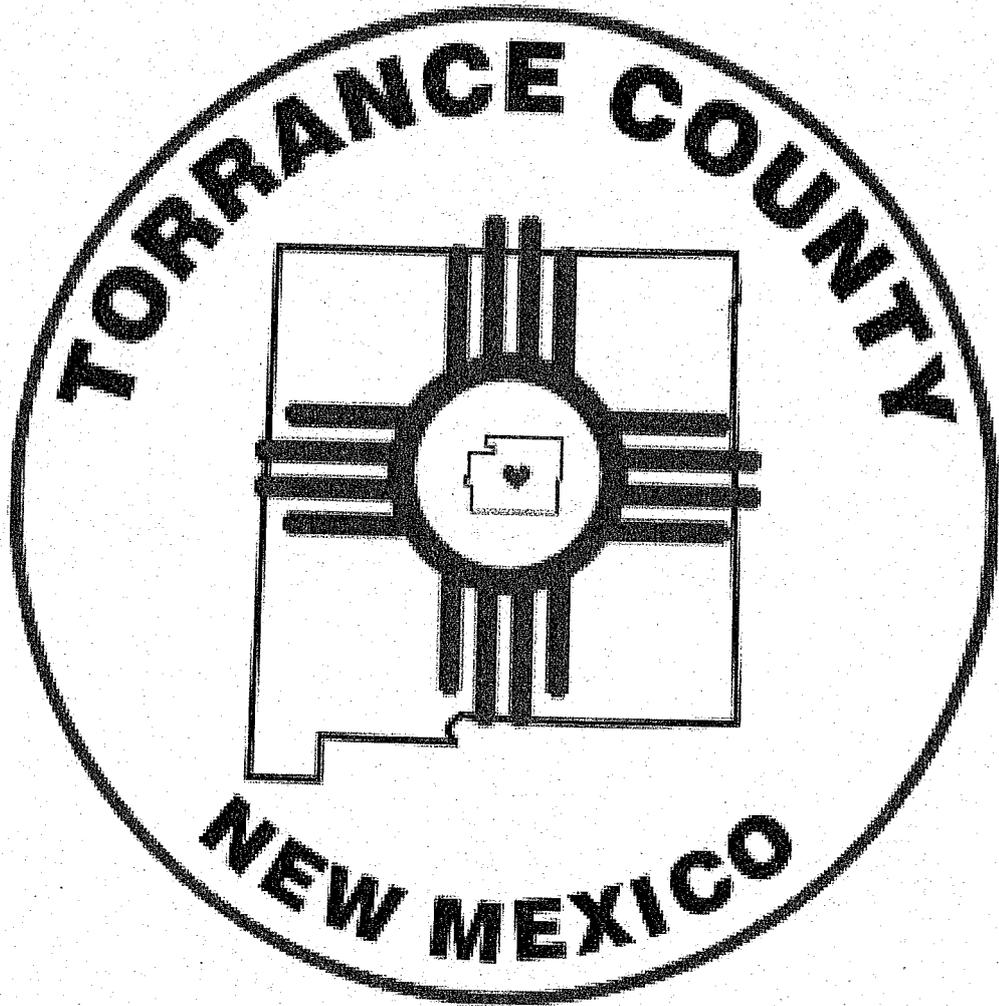
Final Audit Report

2021-09-24

Created:	2021-09-23
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXbw-olaUp3OIHKdIYtYdAOJ3DFNAwGMG

"LP50026" History

-  Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)
2021-09-23 - 7:42:04 PM GMT- IP address: 76.127.3.135
-  Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-23 - 7:42:32 PM GMT
-  Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-24 - 2:17:26 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-24 - 2:18:47 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Agreement completed.
2021-09-24 - 2:18:47 PM GMT



*Agenda Item
No. 11-G*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
TO PLAN, DESIGN, CONSTRUCT, EQUIP AND FURNISH A ROOM FOR CATS
AT THE TORRANCE COUNTY ANIMAL SHELTER
F2922**

WHEREAS, in the Laws of 2021, Chapter 138, Section 29, Para. 363; the Legislature made an appropriation to the Department of Finance and Administration, Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed Twenty Five Thousand Dollars (\$25,000.00) to plan, design, construct, equip and furnish a room for cats at the Torrance County Animal Shelter in McIntosh in Torrance County, and

WHEREAS, the DFA/LGD has submitted an agreement 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, Juan Torres, 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 13th DAY OF October, 2021.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, 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 2021, Chapter 138, Section 29, Para. 363, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

21-F2922 \$25,000.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 363, Twenty Five Thousand Dollars (\$25,000.00)
to plan, design, construct, equip and furnish a room for cats at the Torrance county animal shelter
in McIntosh in Torrance county;

The Grantee's total reimbursements shall not exceed Twenty Five Thousand Dollars (\$25,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals Twenty Five Thousand Dollars (\$25,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee Torrance County
Name Janice Barela
Title County Manager
Address PO 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 Ms. Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 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 **June 30, 2025**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **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

Entity Name

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

**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.

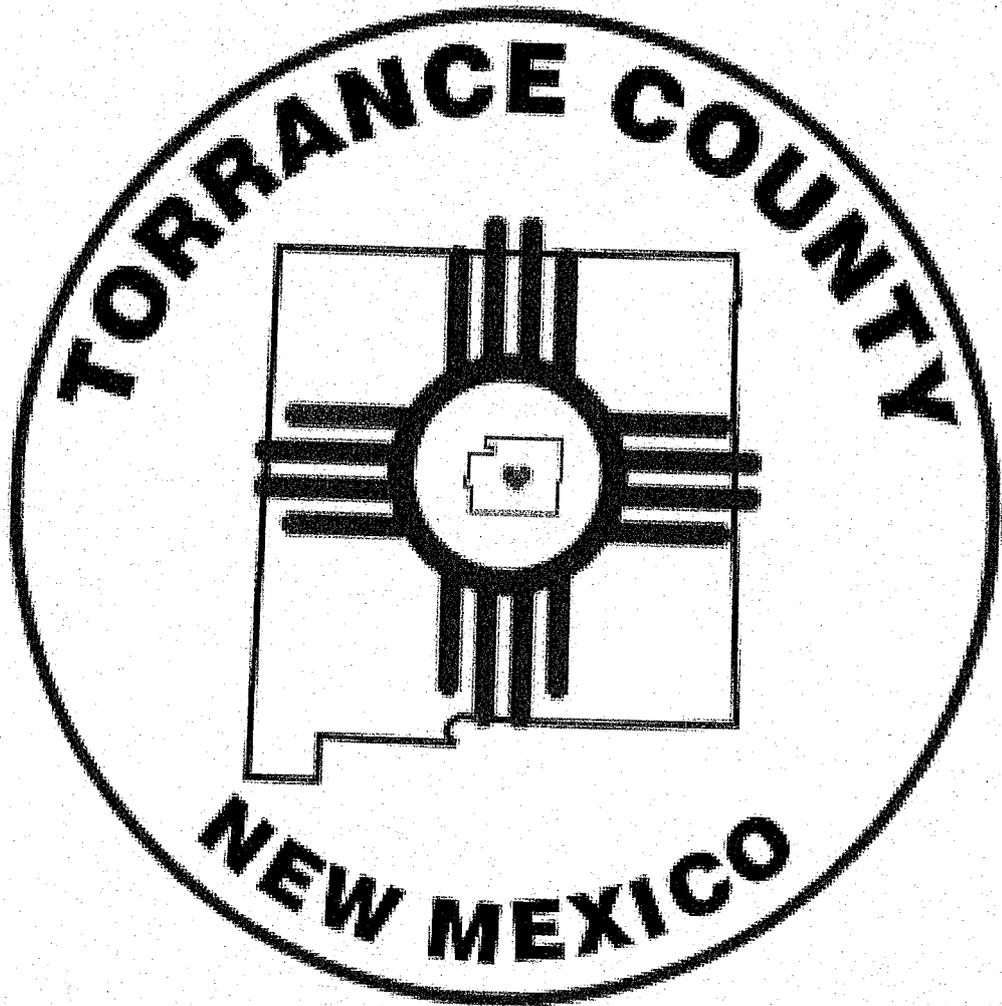
Department Rep. Approver: _____

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-H*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
PLAN, DESIGN, CONSTRUCT AND EQUIP SECURITY SYSTEMS FOR THE
COUNTY 911 DISPATCH CENTER
F2921**

WHEREAS, in the Laws of 2021, Chapter 138, Section 29, Para. 362; the Legislature made an appropriation to the Department of Finance and Administration, Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed Seventy Five Thousand Five Hundred Dollars (\$75,500.00) to plan, design, construct and equip building security and entry control systems for the county 911 dispatch center in Torrance County, and

WHEREAS, the DFA/LGD has submitted an agreement 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, Juan Torres, 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 13th DAY OF October, 2021.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney

Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, 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 2021, Chapter 138, Section 29, Para. 362, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

21-F2921 \$75,500.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 362, Seventy Five Thousand Five Hundred Dollars (\$75,500.00) to plan, design, construct and equip building security and entry control systems for the county 911 dispatch center in Torrance county;

The Grantee's total reimbursements shall not exceed Seventy Five Thousand Five Hundred Dollars (\$75,500.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals Seventy Five Thousand Five hundred Dollars (\$75,500.00) (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee Torrance County
 Name Janice Barela
 Title County Manager
 Address PO 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 Ms. Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 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 **June 30, 2025**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

B. The Grantee hereby represents and warrants the following:

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **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

Entity Name

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.

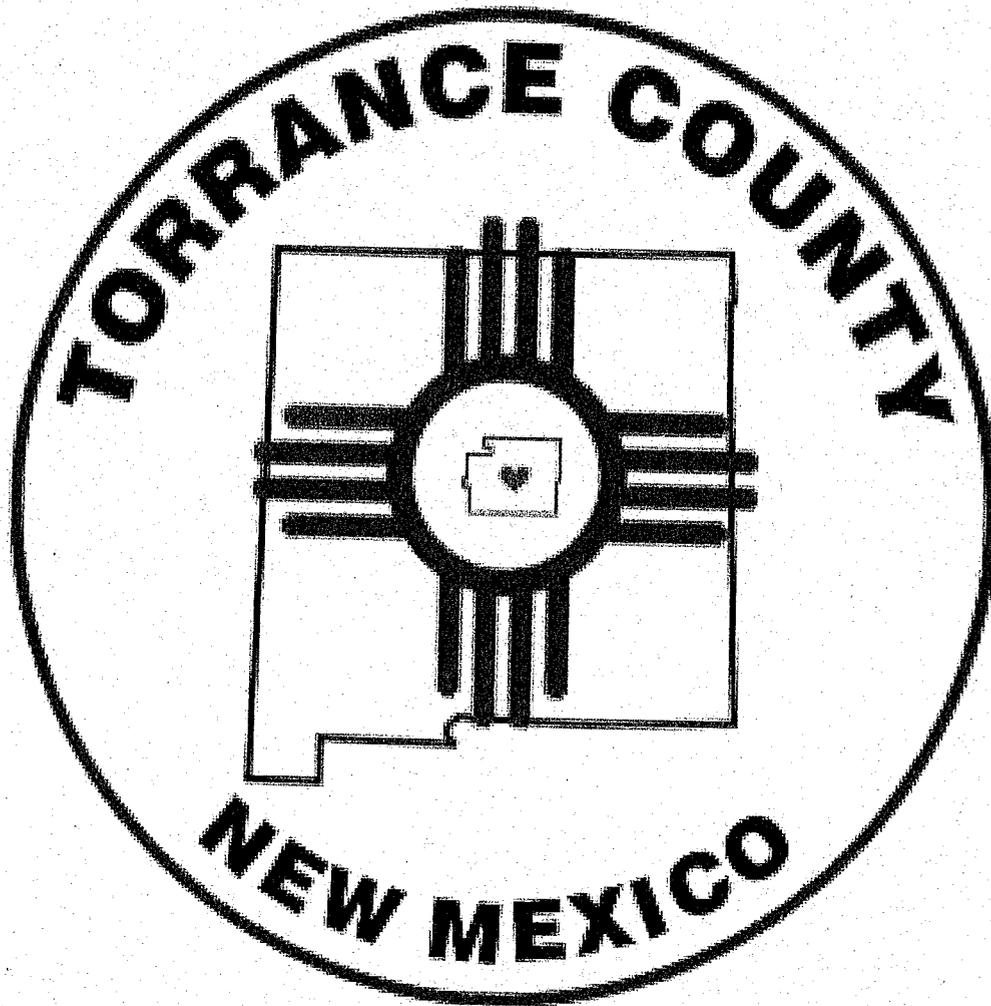
Department Rep. Approver: _____

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. 11-1*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
PLAN, DESIGN, CONSTRUCT, IMPROVE, FURNISH AND EQUIP
THE COUNTY FAIRGROUNDS
F2920**

WHEREAS, in the Laws of 2021, Chapter 138, Section 29, Para. 361; the Legislature made an appropriation to the Department of Finance and Administration, Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed Seven Hundred Thousand Dollars(\$700,000.00) to plan, design, construct, improve, furnish and equip the county fairgrounds in Torrance County, and

WHEREAS, the DFA/LGD has submitted an agreement 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, Juan Torres, 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 13th DAY OF October, 2021.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, 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 2021, Chapter 138, Section 29, Para. 361, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

21-F2920 \$700,000.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 361, Seven Hundred Thousand Dollars
(\$700,000.00) to plan, design, construct, improve, furnish and equip the county fairgrounds in
Torrance county;

The Grantee's total reimbursements shall not exceed Seven Hundred Thousand Dollars (\$700,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount") [1], if applicable, Zero Dollars (\$0.00), which equals Seven Hundred Thousand Dollars (\$700,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee Torrance County
Name Janice Barela
Title County Manager
Address PO 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 Ms. Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 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 **June 30, 2025**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **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

Entity Name

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

**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-J*

**TORRANCE COUNTY
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. R 2021-**

**ACCEPTANCE OF AGREEMENT FOR CAPITAL APPROPRIATION PROJECT
PLAN, DESIGN, CONSTRUCT, EQUIP AND FURNISH
COUNTY ADMINISTRATION BUILDING
F2919**

WHEREAS, in the Laws of 2021, Chapter 138, Section 29, Para. 360; the Legislature made an appropriation to the Department of Finance and Administration, Local Government Division, hereinafter called "DFA/LGD," to make available to Torrance County, hereinafter called the "Grantee," and

WHEREAS, the DFA/LGD is granting to Grantee funding not to exceed One Hundred Thousand Dollars(\$100,000.00) to plan, design, construct, equip and furnish a county administrative building in Torrance County, and

WHEREAS, the DFA/LGD has submitted an agreement 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, Juan Torres, 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 13th DAY OF October, 2021.

APPROVED AS TO FORM ONLY:

BOARD OF COUNTY COMMISSIONERS

County Attorney Date

Ryan Schwebach, Chair

Kevin McCall, Vice Chair

LeRoy Candelaria, Member

ATTEST:

Yvonne Otero, 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 2021, Chapter 138, Section 29, Para. 360, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

21-F2919 \$100,000.00 Appropriation Reversion Date: 30-JUN-25
Laws of 2021, Chapter 138, Section 29, Paragraph 360, One Hundred Thousand Dollars
(\$100,000.00) to plan, design, construct, equip and furnish a county administrative building in
Torrance county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars (\$100,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals One Hundred Thousand Dollars (\$100,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee	Torrance County
Name	Janice Barela
Title	County Manager
Address	PO 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 Ms. Maria Urban
Title Project Manager
Address Bataan Memorial Bldg. Rm 202, Santa Fe, NM 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 **June 30, 2025**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

B. The Grantee hereby represents and warrants the following:

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

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

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

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

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **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

Entity Name

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. 12-A*



Agenda Item
No. 12-B

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
Torrance County

This Agreement entered into between New Mexico Department of Health (DOH) and **Torrance County**.

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide a standardized process for planning and training needs that will reach all 33 New Mexico counties. It will create collaboration on issues related to preparedness and response activities for mitigation and preventative measures related to emerging infectious diseases. This will include a whole community approach between the DOH, the Healthcare Coalition core members and various community organizations. The most recent needs assessment following and related to the COVID-19 Pandemic indicated the following areas for improvement planning as outlined in the scope of work.

2. SCOPE OF WORK

The Entity shall perform the following work:

Task	Deliverable	Due Date
DOH and county designee will collaborate to develop a one-page <i>Isolation and Quarantine (I & Q)</i> protocol page to include the emergency Point of Contact (POC) for both DOH I & Q activation and county POC. This should be added to the local response plan. The county contact should be a person or community organization member with emergency management, nursing, healthcare, or public health background to act as a liaison for operations related to isolation and quarantine needs during a Pandemic or Infectious Disease Event.	One page protocol page for local response plan Name and contact details for I & Q liaison for county	June 1, 2022
The County in collaboration with the DOH Public Health Regional Emergency Preparedness Specialists (Reps) and the Healthcare Coalition Regional Emergency Managers, will ensure local county infection control plan is consistent with Healthcare Coalition Regional Infectious Disease Plan. This will be consistent with DOH and CDC guidance. The County will review and sign off on the "Regional	County signature on Healthcare Coalition Infectious Disease Plan.	June 1, 2022

Plan” to ensure both community and emergency management awareness and knowledge of the plan during an infectious disease event.		
The County, in collaboration with the Healthcare Coalition and Tribes if/when applicable, will research and identify at least one isolation and quarantine site for every 50,000 of population base. (Smaller adjacent counties under the population of 50,000 people may collaborate to identify I & Q sites within the same or adjoining region).	Name and location of I & Q site for county	June 1, 2022
At least one County designee will attend a standardized I & Q training. This training will be developed by DOH/Bureau of Health Emergency Management (BHEM) Training Unit, utilizing the Healthcare Coalition Infectious Disease Plan and delivered either through the Partners in Preparedness Conference as in person and/or on-line training or as a statewide webinar.	Attendance Record or Sign in Sheet for I & Q training	June 1, 2022
The County Emergency Manager or designee will assure local plans include the identification of local supplies/caches of Personal Protective Equipment (PPE) that may exist in the county and the process to request additional PPE through the Healthcare Coalition Emergency Manager during an emergent event.	Copy of identified inventory page for local PPE cache added to plan Copy of request process for PPE added to plan	June 1, 2022

3. **ADMINISTERING AGENCY**

The administering agency is the DOH.

4. **COMPENSATION**

- A. **The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed (\$30,000.00). This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.**
- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed at the rate of dollars **(\$30,000.00)** BASED UPON DELIVERABLES, such compensation not to exceed **(\$30,000.00)** (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices **MUST BE** received by the DOH no later than fifteen (15) days after the

termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

Task #	Deliverables	Budget Amount	Funding Source
Task 1	One page protocol page for local response plan with the name and contact details for I & Q liaison for county plan	\$5,000.00	DOHELCCRR4
Task 2	County signature on Healthcare Coalition Infectious Disease Plan.	\$2,500.00	DOHELCCRR4
Task 3	Name and location of I & Q site for county	\$10,000.00	DOHELCCRR4
Task 4	Attendance Record-Sign In Sheet for I & Q training	\$2,500.00	DOHELCCRR4
Task 5	Copy of identified local inventory page for local PPE cache and a copy of request process for PPE in plan	\$10,000.00	DOHELCCRR4
	Total Amount	\$30,000.00	

5. **PROPERTY**

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. **CLIENT RECORDS AND CONFIDENTIALITY**

- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.

7. **FUNDS ACCOUNTABILITY**

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. LIABILITY

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

9. 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 the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.*

10. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **(June 30, 2022)** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.

A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any

person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. **Suspension and Debarment.** For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. **Political Activity.** No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. **Grantor and Entity Information.**
1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. Catalog of Federal Domestic Assistance (CFDA): 93.323
 - ii. Program Title: 2019 Epidemiology & Laboratory Capacity for Prevention & Control of Emerging Infectious Disease (ELC)
 - iii. Agency/Office: Department of Health and Human Services - Centers for Disease Control and Prevention (CDC) Office of Financial Resources
 - iv. Grant Number: 6 NU50CK000548-02-04
 2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is 095746517
- E. **Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].**
1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

Date: _____ By: _____ Authorized Signature

Entity Designee for Torrance County

Date: _____ By: _____ Authorized Signature

Certified For Legal Sufficiency:

Date: _____ By: _____

Department of Health Assistant General Counsel

Date: _____ By: _____



*Agenda Item
No. 12-C*

PROFESSIONAL SERVICES CONTRACT
Estancia Valley Youth & Family Council (EVYFC)
GIRLS CIRCLE SERVICES IN THE ESTANCIA VALLEY

RFP TC-FY22-03

THIS AGREEMENT is made and entered into by and between the **County of Torrance**, hereinafter referred to as the "County" and **Lyndsi Donner, 57 Windmill Rd, Edgewood, NM 87015**, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the Purchasing Agent and the Board of County Commissioners.

WHEREAS, the County of Torrance is the government entity in Torrance County receiving and administering funds from the New Mexico Children, Youth and Families Department, hereinafter referred to as "CYFD," for a continuum of graduate sanction and alternative detention services to juvenile offenses.

WHEREAS, the terms of said agreement require compliance with all applicable Federal and State laws, rules, and regulations, and

WHEREAS, there is an on-going need for professional services necessary to perform the Statement of Work as set out herein; and,

NOW THEREFORE, the County and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

IT IS AGREED BETWEEN THE PARTIES:

1. Period of Agreement.

This Agreement shall become effective upon approval of the Board of County Commissioners, hereinafter referred to as the "Board," and shall automatically renew on July 1 each fiscal year for two (2) additional one-year terms, and shall expire on June 30, 2024, unless terminated pursuant to Articles 4 or 8, *infra*. In accordance with Section 13-1-150 NMSA 1978, no term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978. This procurement may result in a multi-source award.

2. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work, which is attached hereto as "**Attachment 1 – Statement of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Articles 4 or 8, *infra*.

3. Limitation of Cost and Compensation

A. The total amount made payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed twenty-nine thousand, seven hundred dollars and zero cents [\$29,700 (\$165.00 per session x 180 sessions) for any fiscal year period and as approved by CYFD in Agreement No. 21-690-3200-20847. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by

reference. Payments shall only be made as outlined in “**Attachment 2 – Budget.**” This amount is a maximum and not a guarantee that the work assigned to the Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The County shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the “**Statement of Work – Attachment 1.**” The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The Contractor is responsible for all expenses. All invoices MUST BE received by the County no later than five (5) days after the end of each month. The invoice reporting June activity shall be submitted five (5) business days prior to the end of the fiscal year (June 30) and at the termination of the Fiscal Year. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement of accounting for all services performed incurred. If the County finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, the County shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the County that the services have been rendered and are acceptable, payment shall be tendered to the Contractor within thirty days after the date of acceptance.

4. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and CYFD for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and CYFD, this Agreement shall terminate immediately upon written notice being given by the County to the Contractor. The County’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the County proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding within thirty (30) days of receipt of the proposed amendment.

5. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement. The Contractor shall obtain a DUNS Number and be listed as active in the System for Award Management (SAM) prior to contract award. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. **Assignment.**
The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.
7. **Subcontracting.**
The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the County. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the County. In all cases, the contractor is solely responsible for fulfillment of this Agreement.
8. **Release.**
Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the County, its officers and employees, and the County of Torrance from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
9. **Confidentiality.**
Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
10. **Product of Service -- Copyright.**
All materials developed or acquired by the Contractor under this Agreement shall become the property of the County of Torrance and shall be delivered to the County no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
11. **Conflict of Interest; Governmental Conduct Act.**
 - A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.
 - B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:
 - 1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ

during the term of this Agreement any County employee while such employee was or is employed by the County and participating directly or indirectly in the County's contracting process;

- 2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the County; (ii) the Contractor is not a member of the family of a public officer or employee of the County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the County, a member of the family of a public officer or employee of the County, or a business in which a public officer or employee of the County or the family of a public officer or employee of the County has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the County whose official act, while in County employment, directly resulted in the County's making this Agreement;
- 4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and
- 5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the County.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the County and notwithstanding anything in the Agreement to the contrary, the County may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

12. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

13. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and county laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Torrance County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

18. Records and Financial Audit.

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

19. Disclaimer and Hold Harmless.

Torrance County shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Torrance County harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Torrance County in connection with the performance by Contractor of Contractor's duties according to this Agreement.

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the County of Torrance from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the County of Torrance and the New Mexico Association of Counties by certified mail.

21. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

24. **Lobbying.**

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. **Approval of Contractor Personnel.**

Personnel proposed in the Contractor's written proposal to the County are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the County. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the County shall retain the right to request the removal of any of the Contractor's personnel at any time.

26. **Survival.**

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this agreement

27. **Succession.**

This agreement shall extend to and be binding upon the successors and assigns of the parties.

28. Force Majeure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

29. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Association of Counties and the parties shall utilize a striking process until a mediator is agreed upon.

30. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the County until it is executed by the Board of County Commissioners after voting on the contract at a public meeting. The Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

31. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

32. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

33. Incorporation and Order of Precedence.

Request for Proposals No. TC-FY22-03 and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

1. Any contract amendment(s), in reverse chronological order; then
2. this contract itself; then
3. the Request for Proposals; then
4. the Contractors Best and Final Offer(s), in reverse chronological order; then
5. the contractor's proposal; then

6. the contractor's standard agreement terms and conditions (which may or may not have been submitted as part of the contractor's proposal).

34. **Patent, Copyright, Trademark and Trade Secret Indemnification.**

A. The contractor shall defend, at its own expense, the County of Torrance against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the County of Torrance based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the County of Torrance for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the County of Torrance shall:

- i. give the contractor prompt written notice of any claim;
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

- i. provide a procuring agency of the County the right to continue using the product or service;
- ii. replace or modify the product or service so that it becomes non-infringing; or
- iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the County to the extent such modification is the cause of the claim.

35. **Professional Liability Insurance.**

Contractor agrees to maintain in full force throughout the duration of the Agreement a professional liability insurance policy with a minimum coverage of \$1,000,000.00 per occurrence/ \$2,000,000.00 aggregate.

36. **Contractor's Payment of Property Taxes.**

Contractor acknowledges that County has established a policy of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers. Contractor warrants and certifies that it is presently not delinquent in the payment of its property tax obligations, and that it will not become delinquent during the term of this Contract.

37. Termination For Failure to Comply with All County Tax Requirements.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure a tax delinquency within 10 days of notice shall be grounds upon which County may terminate this Contract.

38. Notices.

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

To the County: Janice Y. Barela, County Manager // PO Box 48// Estancia, NM 87016

To the Contractor: [Lyndsi Donner // 57 Windmill Rd// Edgewood, NM 87015].

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Board of County Commissioners below.

By: _____ Date: _____
Contractor

Printed Name: **Lyndsi Donner**

Address: **57 Windmill Rd, Edgewood, NM 87015**

By: _____ Date: _____
Torrance County Manager

Printed Name: Janice Y. Barela

Address: 205 S Ninth Street, Estancia, NM 87016

By: _____ Date: _____
Torrance County Purchasing Agent

Printed Name: Noah J. Sedillo

Address: 205 S Ninth Street, Estancia, NM 87016

BOARD OF COUNTY COMMISSIONERS

APPROVED, ADOPTED AND PASSED on this 13th day of October, 2021.

Ryan Schwebach
Chairman, District II

Kevin McCall
Commissioner, District I

LeRoy Candelaria
Commissioner, District III

Approved as to form:

John M. Butrick
Torrance County Attorney

Attest:

Yvonne Otero
Torrance County Clerk

Attachment 1 – Statement of Work

Torrance County

The Torrance County Board of County Commissioners, herein after known as “Board,” is contracting for a Facilitator, herein after known as “Facilitator” or “Contractor” for the Gender-Specific Girls Circle Program, hereinafter referred to as “Program,” administered in Estancia Valley, New Mexico, that serves youth ages 11-17 who are at risk of becoming involved in the Juvenile Justice System and have been identified by a parent, counselor, social worker, law enforcement, and/or courts to be at such risk or who could benefit from the Program. The Program shall utilize the One Circle Foundation Council Model called Girls Circle that is recognized as a “promising practice” and serves to empower at-risk teenage girls by improving their self-esteem and teaching them communication and decision-making skills. The Contractor takes direction and supervision from Torrance County, herein after known as the “County,” however, the contract will be executed, modified or terminated, with the approval of the Board.

ESSENTIAL FUNCTIONS

Duties and Responsibilities of the Girls Circle Facilitator

1. Fulfills all goals, objectives, and activities of the Gender-Specific Girls Circle Program as specified by the County, Children Youth, and Families Department (CYFD, and the Agreement between the County and CYFD. Work closely with and under supervision of the Estancia Valley Youth & Families Council (EVYFC) Continuum Coordinator, herein after known as the “Continuum Coordinator,” to ensure all quality standards and goals are met. Shall provide quarterly updates to the EVYFC at a regularly scheduled board meeting or upon proper written notice.
2. Each Circle session shall run for eight (8) to twelve (12) weeks for a minimum of one (1) hour per week. Sessions must include an activity from the facilitator manual.
3. Submit the FY20 Data Collection Form no later than the 5th day of the following month, a summary report upon completion of the Program, including performance outcomes and the number of youth to complete the Program successfully.
4. Submit a weekly attendance form for each session to the Continuum Coordinator by 5:00 p.m. the following day after the session is conducted.
5. Print and file each participant’s monthly log by the 5th day of the following month.
6. Conduct One Circle Foundation approved entry and exit surveys (The Girls Circle) for each participant.
7. Complete a Youth and Staff Survey for each youth and submit to be recorded into an approved CYFD platform upon completion of each program and maintain a hardcopy on file for audit purposes.
8. Conduct retention calls to the parents or guardians of each participant to build a relationship with the parent or guardian as well as to discuss the progress of their participating child.
9. Provide other data and information as may be requested or required by CYFD and/or the Continuum Coordinator.
10. Upon successful completion of the Program, issue a certificate to each participant and obtain an evaluation form from each participant.
11. Inclusion and reference the CYFD and EVYFC logo in any correspondence and media communications.

12. At minimum, collect the following demographics, core measures, and performance measurements for each participant:

DEMOGRAPHICS

- A. Name, Date of Birth
- B. Address, City, State and Zip Code;
- C. Race/Ethnicity;
- D. Population Served;
 - 1. At-Risk Youth;
 - 2. First Time Offender;
 - 3. Repeat Offender;
 - 4. Sex Offender;
 - 5. Status Offender; and
 - 6. Violent Offender.
- E. Youth Currently in Detention;
- F. Gender
 - 1. Male;
 - 2. Female; or
 - 3. Transgender.
- G. Month and Year of Birth;
- H. Geographic Location;
 - 1. Urban;
 - 2. Tribal;
 - 3. Rural; or
 - 4. Frontier.
- I. Other Population Information;
 - 1. Mental Health;
 - 2. Substance Abuse;
 - 3. Truant/Dropout; and
 - 4. Pregnant.
- J. Referral Source;
- K. Days/Times Program is Held;
- L. Program Attendance; and
- M. Program Participation.

CORE MEASURES

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;

- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

PERFORMANCE MEASURES

Program Specific as measured by the Girls Circle Survey

- 1. School attachment;
- 2. Avoiding self-harm;
- 3. Positive body image;
- 4. Avoiding alcohol;
- 5. Avoiding tobacco;
- 6. Communicating needs to adults;
- 7. Making healthy choices regarding nutrition, self-care, and activities;
- 8. Using protection if choosing sexual activity; and
- 9. Self-efficacy.

Local Site-Specific

- 1. Thirty percent (30%) of youth report higher school attachment or engagement;
- 2. Thirty percent (30%) of youth report avoiding self-harm;
- 3. Thirty percent (30%) of youth report avoiding alcohol, tobacco, or drugs;
- 4. Thirty percent (30%) of youth report improved relationships that foster caring and cooperation;
- 5. Thirty percent (30%) of youth report improvement in conflict resolution; and
- 6. Thirty percent (30%) of youth report an increase in respect of people of different races and/or ethnicity.

MINIMUM QUALIFICATIONS FOR INDIVIDUALS, COMBINED ENTITIES, NON-PROFITS, OR 501(C)(3) ORGANIZATIONS:

The following qualifications apply to individuals listed in this contract.

- 1. High School Diploma or equivalent AND two years' experience in community services programs. A combination of education, experience, and training may be applied in accordance with Torrance County policy;
- 2. Demonstrated knowledge of accounting, administration, writing, public speaking, governmental policies; time management;
- 3. Proof of General and Professional Liability Insurance;
- 4. Skill in communicating effectively both orally and in writing; and
- 5. Skill in establishing and maintaining effective working relationships with government entities, law enforcement officials, the general public, and peers.
- 6. Applicants must also meet the following requirements:
 - a. Be at least twenty-one (21) years of age;

- b. Be a United States Citizen;
- c. Have a valid New Mexico driver's license;
- d. Not have been convicted of a felony or any domestic violence conviction or other crime involving moral turpitude;
- e. Submit to a thorough background investigation;
- f. Be familiar with keyboarding and computer systems;
- g. No DUI convictions within the last five years;
- h. Meet or exceed the County requirements for insurance and bonding;
- i. Provide an Employee Code of Conduct.

PREFERRED QUALIFICATIONS

1. Demonstrated knowledge of juvenile justice and delinquency prevention issues in New Mexico to include prevention, public information and education, law enforcement, screening, substance abuse treatment, compliance monitoring, and alternative sentencing;
2. Knowledge of regional community resources including service agencies, funding sources and their role in the local community;
3. Demonstrated knowledge of local government processes for the procurement of services and goods, ability to develop and negotiate scope of services for professional service contracts, and ability to monitor contractors in meeting grant and contractual obligations;
4. Knowledge of State and Federal ethical standards for working with youth.
5. Associate or Bachelor's Degree.

WORKING CONDITIONS

Work is performed as a contract and the Contractor is required to provide the necessary equipment needed to perform the job such as use of their own vehicle and time spent traveling, neither of which is reimbursable. There will be a need for use of computers, and Internet will be provided at various school locations.

There is fieldwork required in conducting community relations activities, in accompanying students on field trips, and to carry out the functions of this Contract. The Contractor shall be able to work non-traditional working hours and have a flexible schedule.

The Contractor will be required to obtain all program materials, supplies, meals, drinks, etc. as part of the fee for this service contract.

The Contractor will submit all purchase receipts for the month with their invoice and timesheet by the 5th day of the following month to the Continuum Coordinator.

The Contractor will be responsible for providing incentives for good attendance, participation, etc.

The Contractor is responsible for tracking the hours and compensation limit under this Agreement.

SAFETY SENSITIVE POSITION REQUIRES DRUG AND ALCOHOL TESTING ACCORDING TO TORRANCE COUNTY POLICY.

SAFETY SENSITIVE POSITION REQUIRES PASSING A BACKGROUND CHECK APPROVED BY CYFD.

Attachment 2 – Budget

Torrance County

\$165 per session X 180 sessions Projected 120 youth served.	\$29,700
TOTAL ANNUAL PROGRAM BUDGET	\$29,700



*Agenda Item
No. 12-D*



*Agenda Item
No. 12-E*



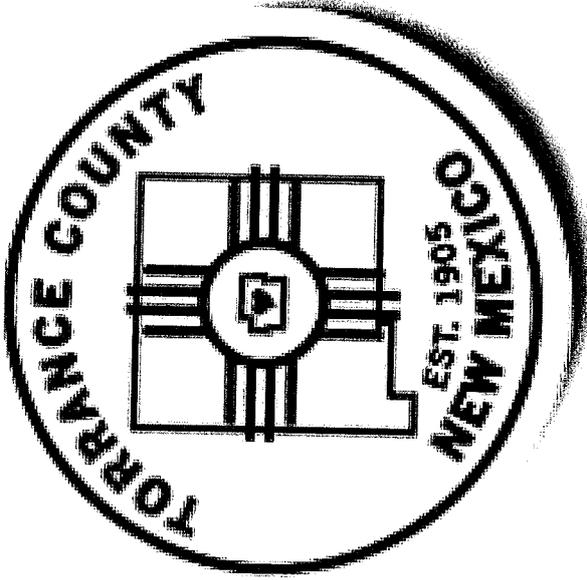
*Agenda Item
No. 12-F*



*Agenda Item
No. 12-G*

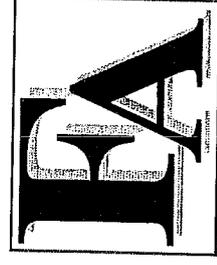


*Agenda Item
No. 13-A*



**NEW COUNTY ADMINISTRATION
BUILDING
PILT PAYMENT REVENUE
FINANCING STUDY**

**October 13, 2021
COMMISSION MEETING**



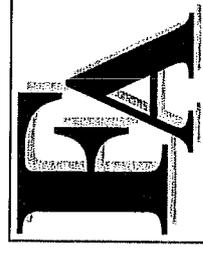
FIRST AMERICAN
FINANCIAL ADVISORS, INC.

• **Lender:** To be Determined

• **Bond Counsel:** Sherman Howard Law Firm
Jill Sweeney, Esq.

S&H

• **Financial
Advisor:** First American Financial
Advisors, Inc.



FIRST AMERICAN
FINANCIAL ADVISORS, INC.

BORROWING BY COUNTIES

- Required to pledge a revenue source:
 - Tax such a first 1/8th GRT, Environmental, etc.
 - Property Taxes, after an affirmative vote of the public
 - Net System Revenue, such as Landfill
 - PILT payments from wind farms
- Debt can be a Bond, Loan or Lease:
 - Bond is a security/ Loan may or may not be
 - Bonds require trustee; often debt service reserve fund
 - Bond proceeds funded at closing; interest begins
 - Loan proceeds drawn down when needed; then interest begins
 - Leases used mostly for equipment, depreciating assets and IRB's



PROPOSED TRANSACTION IN GENERAL

➤ Two stage funding for a new County Administration Building:

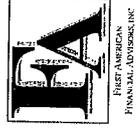
- Stage One:
 - Provides funding for site acquisition, A&E work, development costs up front: \$6,000,000±
 - Provides for finalizing of plans & specs and determining probable final costs before full funding
 - Meets the IRS “Bank Qualified” test; no more than \$10 mill per calendar year can be borrowed to get lower BQ interest rate
 - Locks in stage one interest rate are current market rates

- Stage Two:
 - Final funding based on cost estimates after design & A&E work completed: Amount to be determined
 - Finalizes BQ test from Stage One
 - Confines borrowing to stated long term needs – not general fund
 - Next interest rate will be at then current market rates



LOAN CONDITIONS

- **Bank loan (20 years) 2.25% (estimated):**
 - 2 year draw down as funds needed
 - Interest only during draw down period
 - 18-year amortization thereafter
 - Prepayment allowed with no penalties or premiums
 - PILT payments from wind farm used as debt service/pledge
 - No debt service reserve fund required
- **NMFA loan 1.75% (estimated):**
 - Funded 100% at closing
 - Interest on entire amount begins immediately
 - PILT payments from wind farm used as debt service/pledge?
 - 10% debt service reserve fund required to be funded as part of loan
 - No prepayment for 10 years
 - 20-year amortization; interest only could be requested
 - Additional bonds test: 150%



NMFA BUILDING LOAN – 20 YEARS

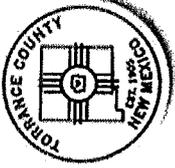


TORRANCE COUNTY

2021 PILT REVENUE BUILDING FINANCING

NMFA SOURCES AND USES REPORT

October 13, 2021



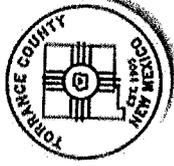
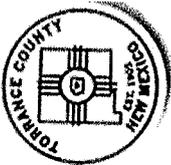
Sources:	
Loan Proceeds	\$ 6,000,000.00
Total Sources	\$ 6,000,000.00
Uses:	
New Administration Building	\$ 5,280,000.00
Cost of Issuance (2% Estimated)	\$ 120,000.00
Debt Service Reserve Fund (10% required)	\$ 600,000.00
Surplus funds	-
Total Uses	\$ 6,000,000.00



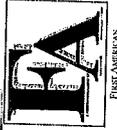
BANK BUILDING LOAN – 20 YEARS

TORRANCE COUNTY 2021 PILT REVENUE BUILDING FINANCING BANK SOURCES AND USES REPORT

October 13, 2021

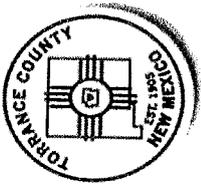


Sources:		
Loan Proceeds	\$	6,000,000.00
Total Sources	\$	6,000,000.00
Uses:		
New Administration Building	\$	5,880,000.00
Cost of Issuance (2% Estimated)	\$	120,000.00
Debt Service Reserve Fund (10% required)	\$	-
Surplus funds	\$	-
Total Uses	\$	6,000,000.00



First American
Financial Advisors, Inc.

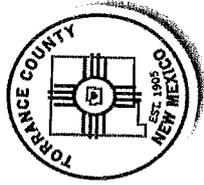
PILT REVENUES



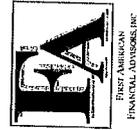
TORRANCE COUNTY

2020 PATTERN WIND FARMS PRODUCTION STUDY

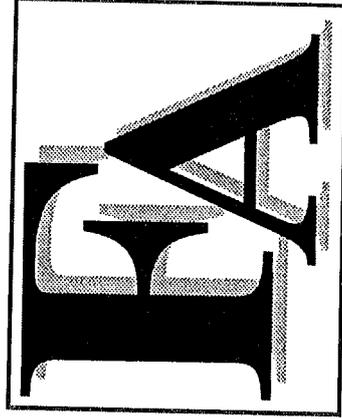
October 13, 2021



<u>Power Generation by Site:</u>	<u>Mgw</u>	<u>\$ Per Mgw</u>	<u>Gross PILT</u>	<u>To County 65%</u>	<u>To Schools 35%</u>
Clines Corner	258.62	\$ 2,800.00	\$ 724,136.00	\$ 470,688.40	\$ 253,447.60
Duran Mesa	105.08	\$ 2,800.00	\$ 294,224.00	\$ 191,245.60	\$ 102,978.40
Red Cloud	262.26	\$ 2,800.00	\$ 734,328.00	\$ 477,313.20	\$ 257,014.80
Tecolote	263.22	\$ 2,800.00	\$ 737,016.00	\$ 479,060.40	\$ 257,955.60
Payments to begin January 3, 2022	889.18	\$ 2,800.00	\$ 2,489,704.00	\$ 1,618,307.60	\$ 871,396.40



**THANK YOU FOR
ALLOWING
US TO SERVE
TORRANCE COUNTY**



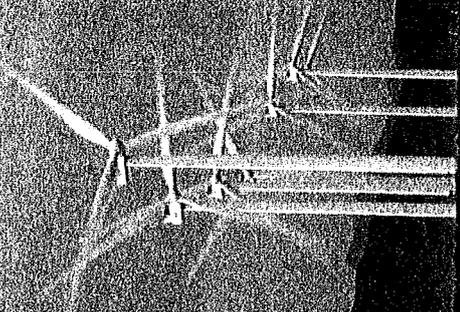
**FIRST AMERICAN
FINANCIAL ADVISORS, INC**



*Agenda Item
No. 13-B*



Delivering Clean Energy *for the Future of the West*





SunZia
DELIVERING CLEAN ENERGY

SUNZIA PROJECT PARTICIPANTS

SouthWestern
POWER GROUP

Southwestern Power Group (SWPG) is an independent developer of utility-scale generation and transmission assets, with a market focus in the desert Southwest. Since 2000, the company has distinguished itself as a leading force in evolving energy markets, including renewable energy, storage and smart electrical grids. SWPG is comprised of a select, experienced group of individuals with decades of experience in finance, permitting, licensing, real estate, construction and operations. www.southwesternpower.com



Pattern Energy is one of the world's largest privately-owned developers and operators of wind, solar, transmission, and energy storage projects. Its operational portfolio includes 28 renewable energy facilities that use proven, best-in-class technology with an operating capacity of 4.4 GW in the United States, Canada and Japan. Pattern is New Mexico's largest clean power company and has a long-term commitment to protect the environment and strengthen communities. www.patternenergy.com.



MMR is a global infrastructure firm with more than 4,000 full-time employees in the U.S. and a reputation for completing domestic and global projects within budget, on time and with unwavering consideration for safety. Across the globe, MMR has served clients in the renewable energy, chemical and petrochemical, oil and gas, industrial manufacturing, power generation and power development markets. www.mmrgp.com



The New Mexico Renewable Transmission Authority (RETA) is a state government entity established to identify and develop transmission and to enable renewable energy in New Mexico. RETA partnered with MMR and SWPG to facilitate SunZia as a benefit to the grid, and is now a co-developer of the project. RETA has also worked with Pattern Energy to develop and construct the Western Spirit line. www.nmreta.com

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SunZia Description

- Approximately 520-mile independent transmission project in New Mexico and Arizona
- Brings high-quality renewable energy to western utilities and power markets
- SunZia's first customer is Pattern Energy that will own and operate wind generation facilities in central New Mexico
- Two 500kV lines providing up to 4,500 MW of transfer capacity
- One line is permitted as Alternating Current (AC) and one line may be AC or Direct Current (DC)
- Construction start in 2022; Target commercial operation of the first 500kV line is 2025



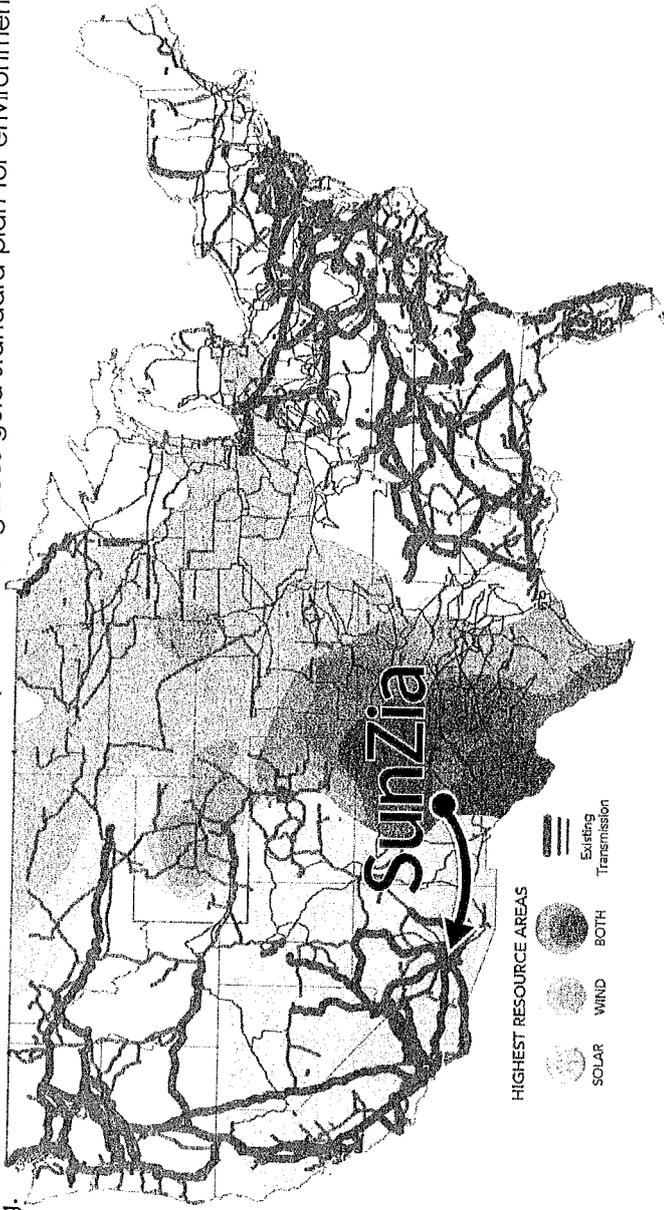
	TRANSMISSION	WIND
SunZia I	500+ mi DC 3 GW Transfer Capacity	3,200 MW In Service by 2025
SunZia II	500+ mi AC 1.5 GW Transfer Capacity	1,850 MW In Service after 2025

Largest Clean Power Project in U.S. History

EXECUTIVE SUMMARY

The SunZia Southwest Transmission Project ("SunZia") is one of the nation's most innovative and impactful clean energy projects, designed as a superhighway for wind power in the American West. It is one of the largest, most viable near-term opportunities to unlock a historic and unprecedented amount of clean power for markets that need it most. SunZia will enable over \$28 Billion of private economic investment, driving down significant levels of U.S. emissions, and creating thousands of good-paying jobs in underserved rural communities.

SunZia is a rare late-stage transmission development project with over a decade of community outreach among environmental groups, local stakeholders and governments, unions, and the U.S. Military, as well as partnerships with best-in-class wind developers and a rigorous gold-standard plan for environmental siting.





SunZia: 500kV Project delivering NM Wind to the Palo Verde Hub

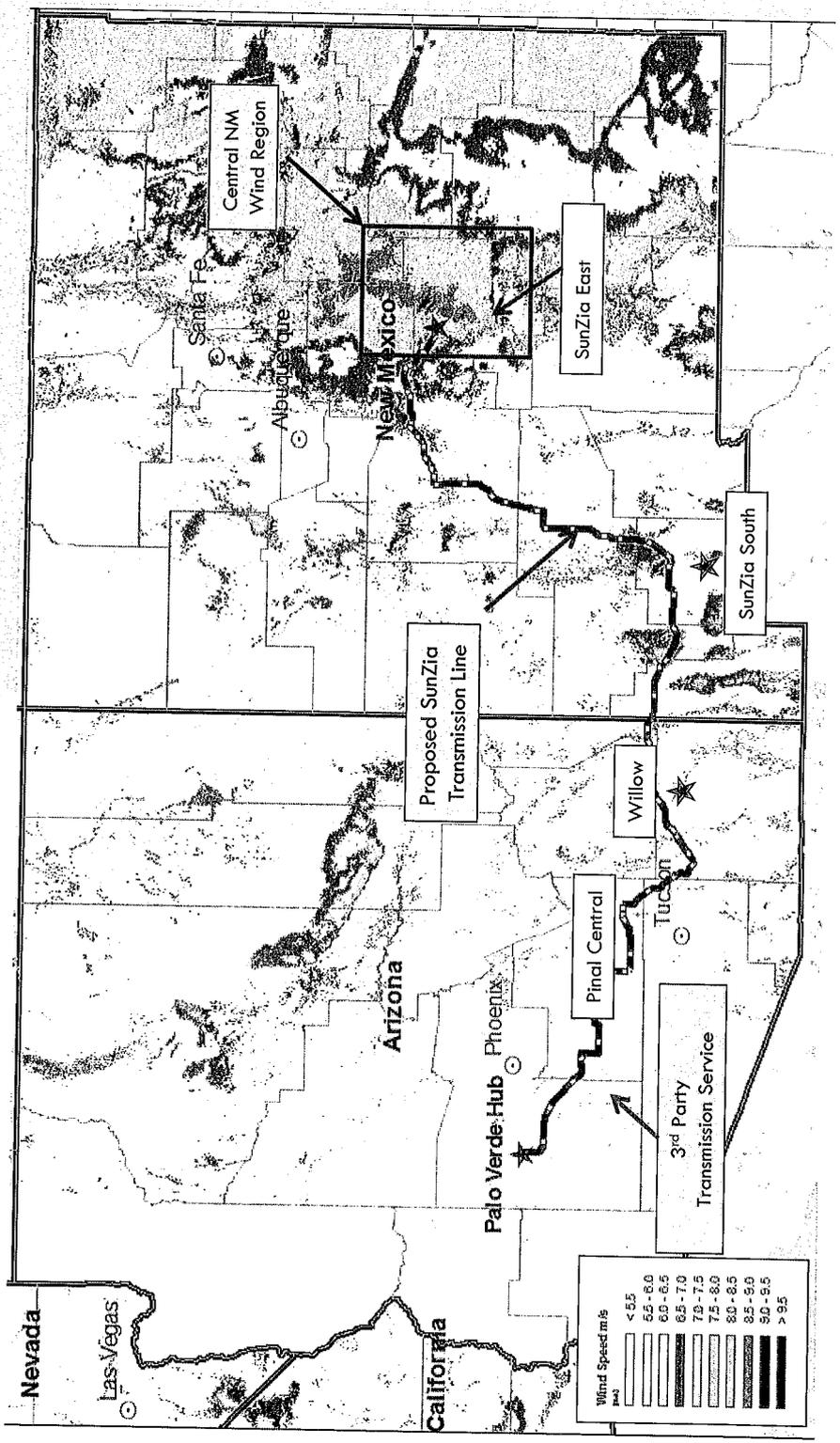
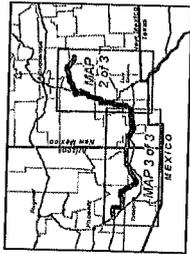


Exhibit B
Right-of-Way Grant
NM - 114438

SunZia Southwest
Transmission Project

Map 1 of 3

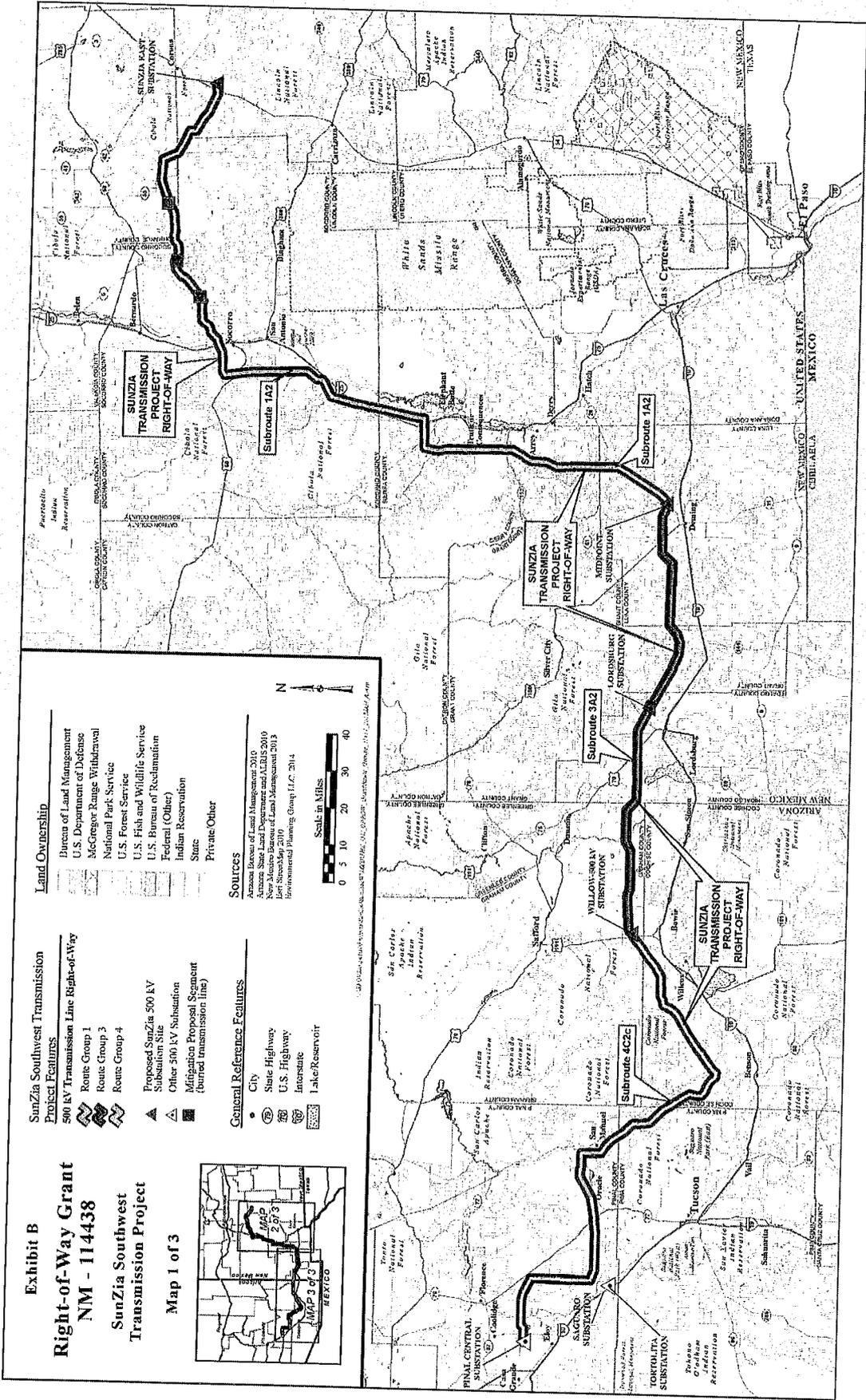
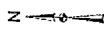
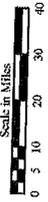


- SunZia Southwest Transmission Project Features:**
- 500 kV Transmission Line Right-of-Way
 - Route Group 1
 - Route Group 3
 - Route Group 4
 - Proposed SunZia 500 kV Substation Site
 - Other 500 kV Substation
 - Mitigation Proposal Segment (buried transmission line)

- Land Ownership:**
- Bureau of Land Management
 - U.S. Department of Defense
 - McCroger Range Withdrawal
 - National Park Service
 - U.S. Forest Service
 - U.S. Fish and Wildlife Service
 - U.S. Bureau of Reclamation
 - Federal (Other)
 - Indian Reservation
 - State
 - Private/Other

- General Reference Features:**
- City
 - State Highway
 - U.S. Highway
 - Interstate
 - Lake/Reservoir

- Sources:**
- Arizona Bureau of Land Management 2010
 - Arizona State Land Department and ALEIS 2010
 - BLM Statewide 2010
 - BLM Statewide 2010
 - Environmental Planning Group (EPG) 2014





Federal NEPA Action
Enables **4,000+**
Clean Energy Jobs

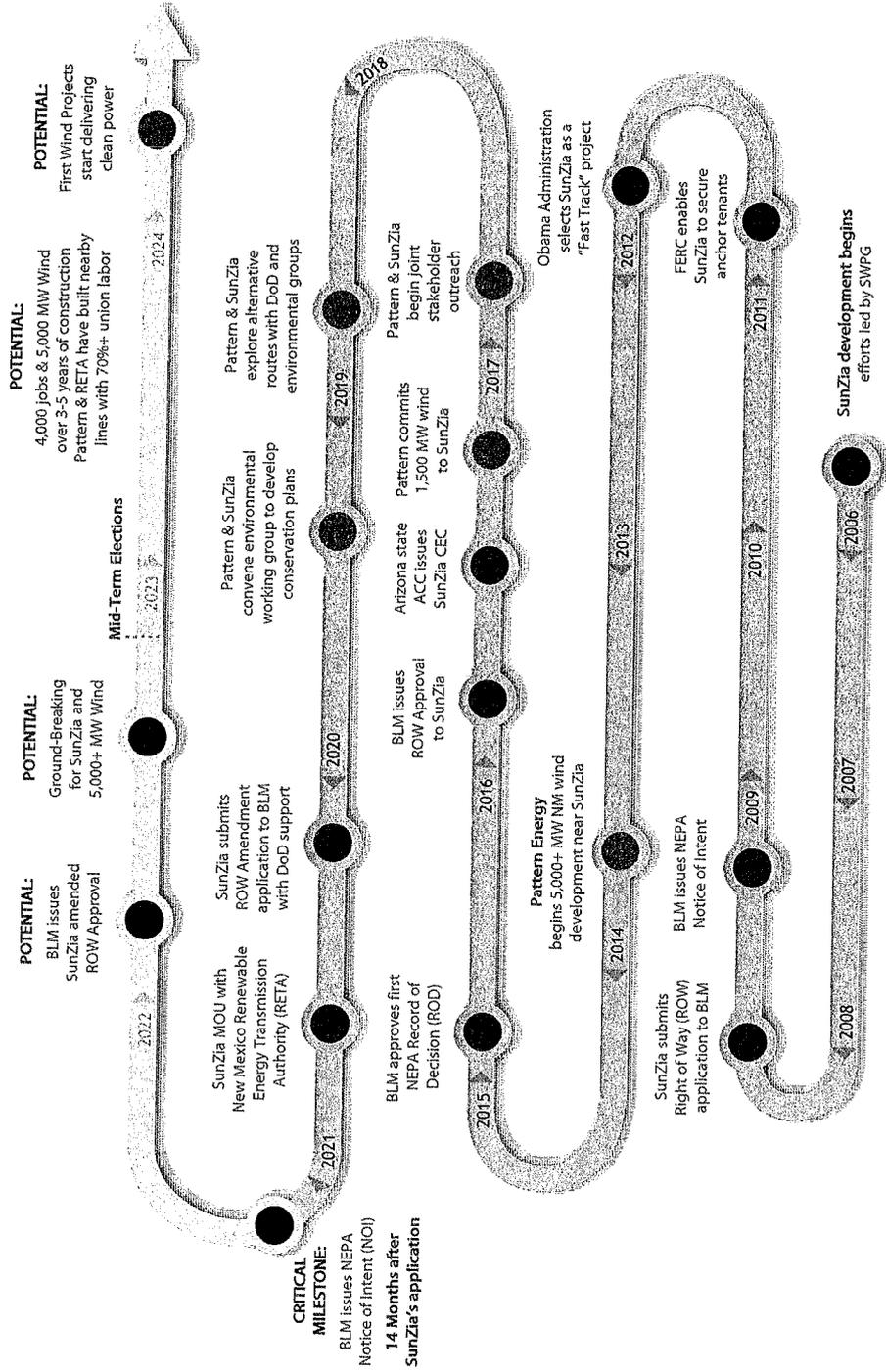
**NEPA Decision Needed
For Construction by 2022**

- Requires NEPA to proceed without further delays
- Critical that all Federal agencies collaborate
- Informed by four years of joint Pattern & SunZia stakeholder outreach

Examples of Collaborating Government Agencies

- BLM
- USFWS
- DoD
- AZ State Lands
- USFS
- NM State Lands

SUNZIA TIMELINE



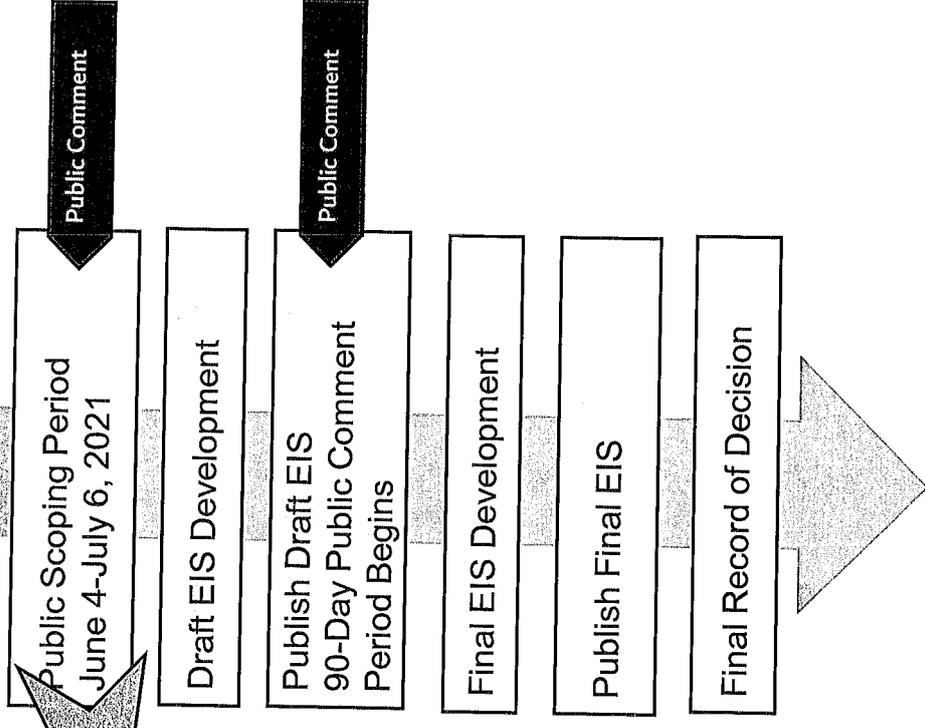
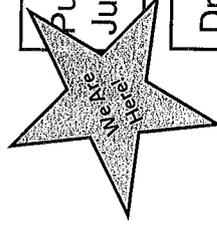


U.S. Department of the Interior
Bureau of Land Management
New Mexico State Office

SunZia Southwest Transmission Project

NEPA Process

- National Environmental Policy Act (NEPA)
- Notice of Intent (NOI) to prepare EIS published in Federal Register on June 4, 2021
- Public scoping period ends July 6, 2021
- Draft EIS published late 2021
- Public comment period early 2022
- Final EIS published late 2022



SunZia Economic Investment



Economic and Fiscal Impacts by State from 2008 to 2060						
(\$millions)	Economic Impact			Fiscal Impact		
	Direct Economic Impacts	Direct & Indirect Economic Impacts	Direct, Indirect & Induced Economic Impacts	Other Taxes & Fiscal Expenditure	GRT & TPT	
New Mexico	\$889	\$1,194	\$1,561	\$71	\$1	
Arizona	\$585	\$784	\$1,099	\$140	\$18	
Study Area Total	\$1,474	\$1,978	\$2,660	\$211	\$19	
New Mexico DPV @ 5%	\$595	\$780	\$1,142	\$37	\$1	
Arizona DPV @ 5%	\$509	\$688	\$972	\$74	\$14	
Total Study Area DPV @ 5%	\$1,104	\$1,468	\$2,114	\$111	\$15	



SunZia Project

Employment

New Mexico Jobs – During Construction:
Annual Jobs in NM - 2022 through 2029 – 77, 154, 154, 154, NA, 139, 139, 139

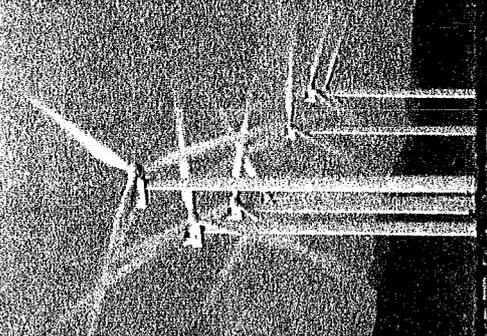
New Mexico Jobs – During Operations and Maintenance:
Annual Jobs in NM – 2026 through 2029 – 16, 16, 16, 16
Annual Jobs in NM – 2030 through 2060 – 27, 27, 27, 27, ...

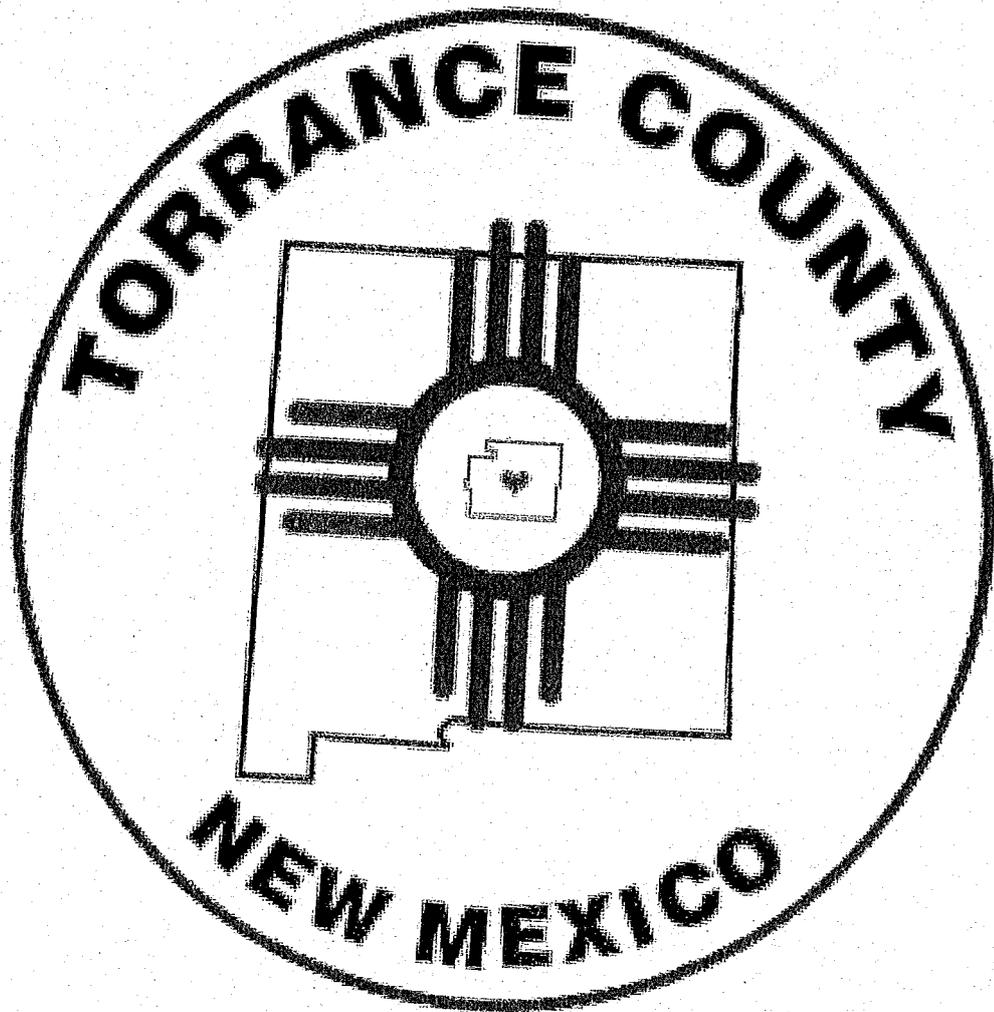




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Delivering Clean Energy for the Future of the West

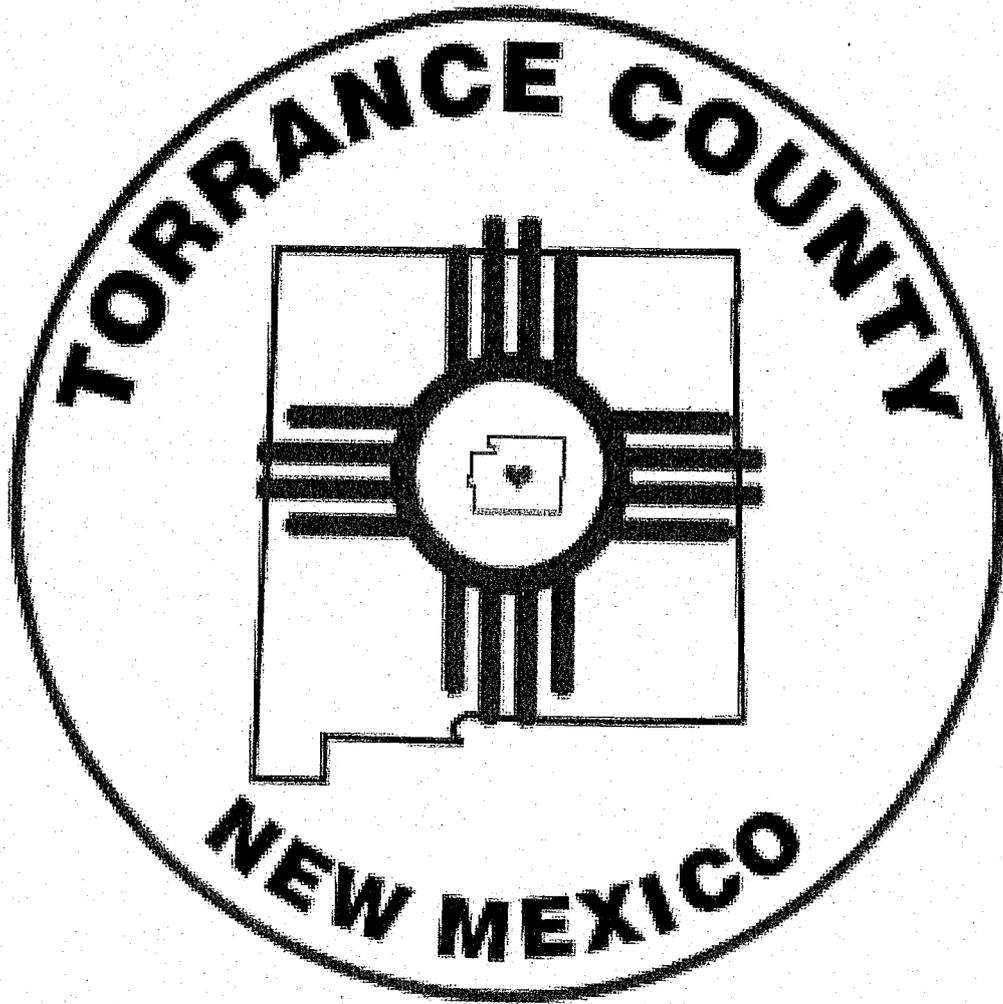




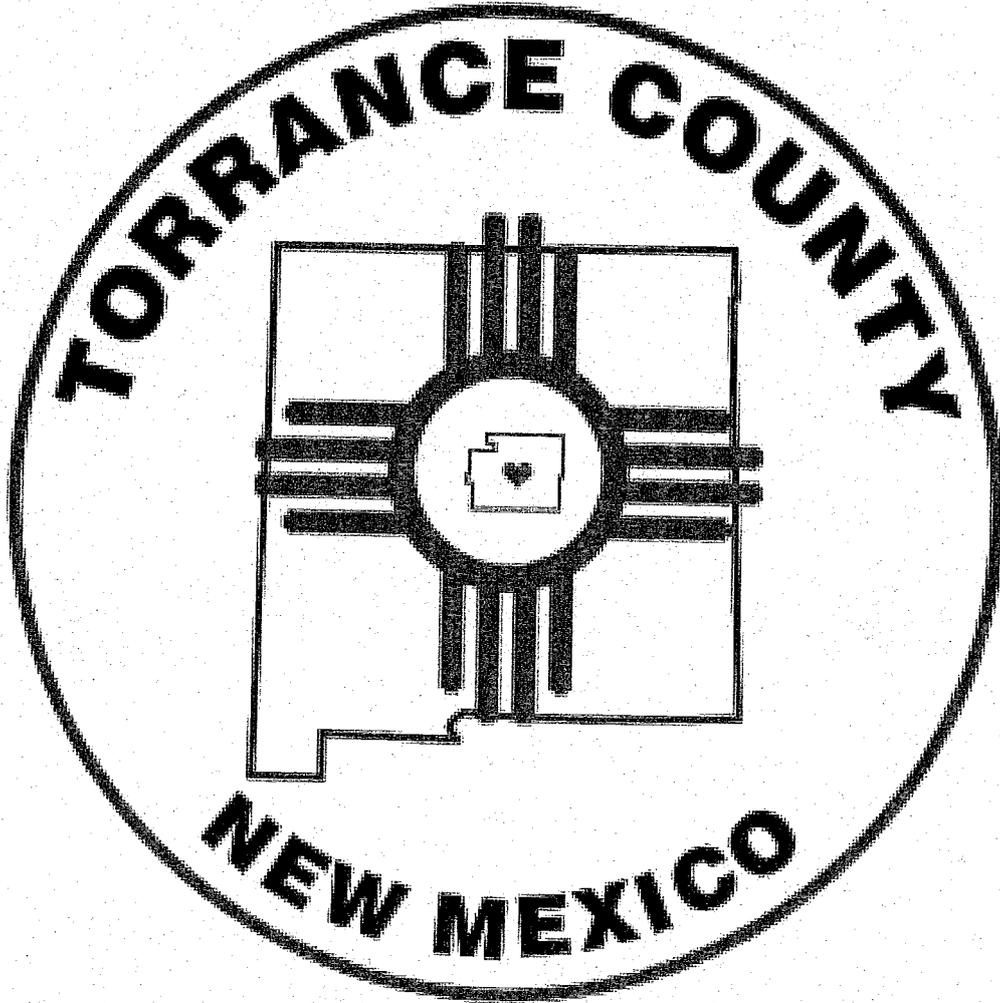
*Agenda Item
No. 13-C*



Agenda Item
No. 13-D



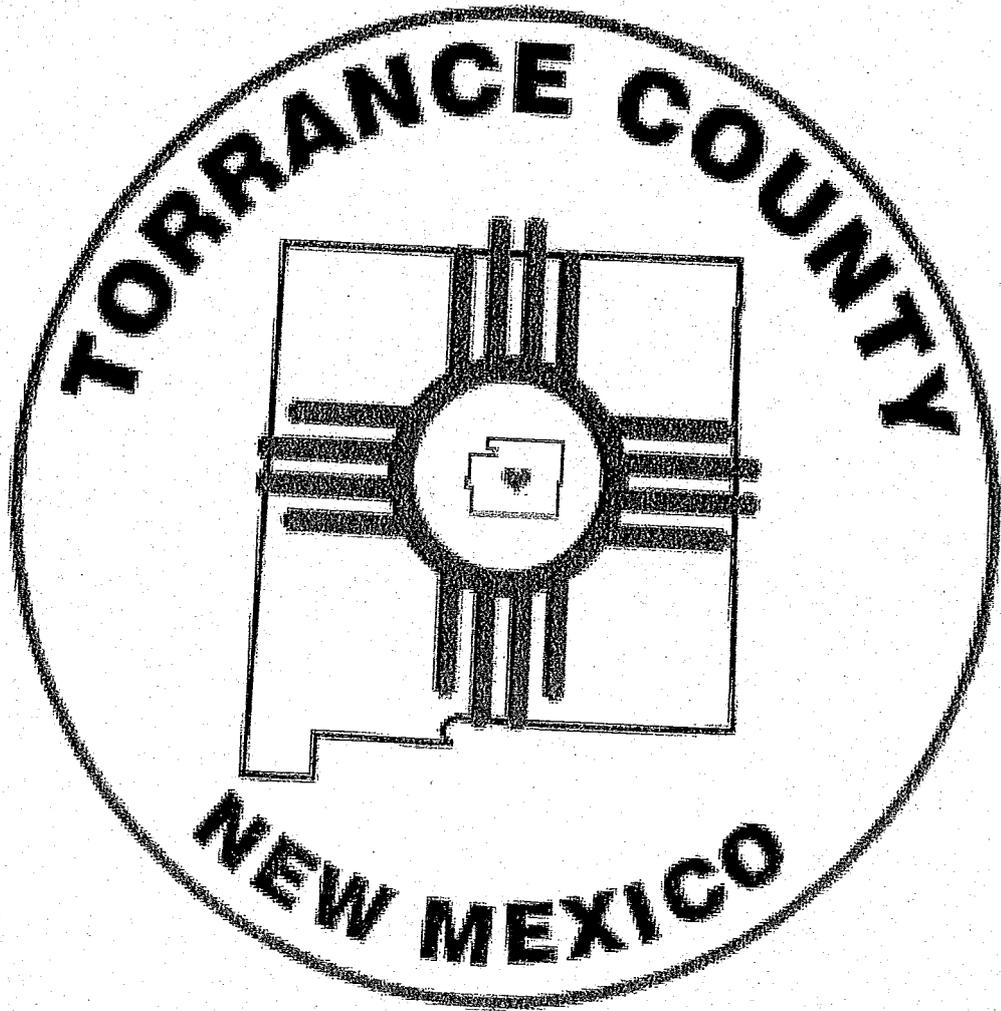
*Agenda Item
No. 14-A*



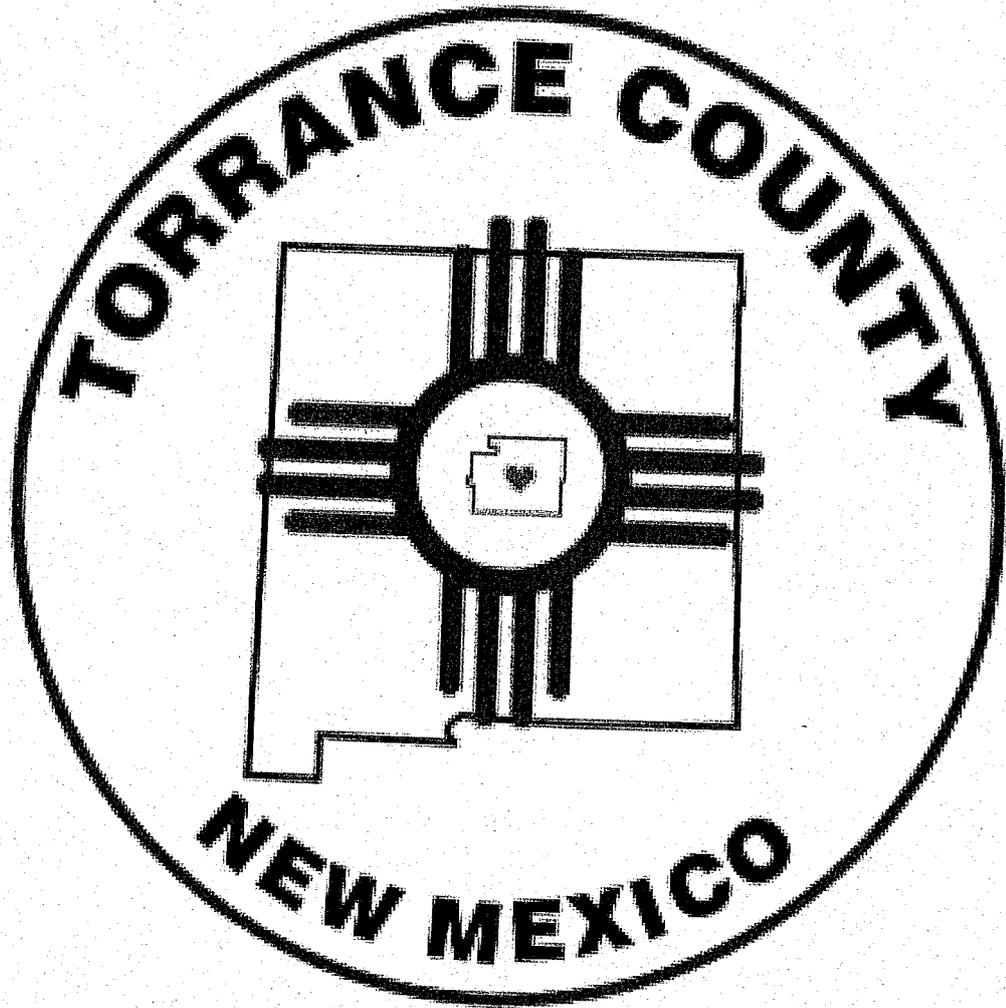
*Agenda Item
No. 14-B*



Agenda Item
No. 15



Agenda Item
No. 16



Agenda Item
No. 17