County of Lincoln

Todd F Proctor, Chairman Jon F Crunk, Vice-Chairman Samantha J Serna, Member Pierre S Pfeffer, Member Mark G Fischer, Member



Walter Hill, Assessor Shannan Hemphill, Clerk Rhonda Burrows, Probate Judge Michael Wood, Sheriff Sherrie Huddleston, Treasurer

County Manager, Makayla Zonfrilli

AGENDA

Board of County Commissioners – Regular Meeting

December 19, 2023 @ 8:30am - Commission Chambers in Carrizozo, New Mexico and ZOOM

https://us02web.zoom.us/j/86507290687?pwd=aXd5UTNQSIRLRWYwVjB3MXhrZGxEUT09

Meeting ID: 865 0729 0687 Passcode: 539343 One tap mobile +12532158782

- 1. Call to Order
- 2. Roll Call
- 3. Invocation
- 4. Pledge of Allegiance
 - a. Pledge U.S.A. Flag
 - b. Salute N.M. Flag ("I salute the flag of the State of New Mexico, the Zia Symbol of perfect friendship among united cultures")
- 5. Approval of Agenda
- 6. Approval of Minutes:
 - a. November 14, 2023 Regular Commission Meeting
- 7. Approval of Consent Agenda
 - a. Payroll/Accounts Payable/Budget/ Expenditures
 - b. Treasurer's Financial Report for the Month ending November 30, 2023
 - c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
 - d. Approval of Revised Land and Natural Resources Advisory Committee (LANRAC) 2024 Operational Schedule
 - e. Approval of Resolution 2024-30 Disposition of Surplus Inventory
 - f. Approval of Annual Renewal of J-Mar's Preventative Maintenance Agreement for Planning Plotter/Copier/Scanner
 - g. Approval of ENDWI and STEP Grant Agreement for FY 2024 Between the NM Department of Transportation Traffic Safety Division and the County of Lincoln

8. Finance:

- a. Discussion and Direction Regarding New Financial Reporting Requests
- b. Approval of Budget Adjustment FY 23/24 by Resolution 2024-31
- c. Approval of Prior Year Invoices Parts Plus (2 Invoices) in the Amount of \$313.15

9. Forest, Land & Natural Resources Matters:

- a. Smokey Bear Ranger District
- b. Lincoln County / NMSU Extension Services
- c. South Central Mountain RC & D
- d. Upper Hondo Soil & Water Conservation District
- e. Land and Natural Resources Advisory Committee-LANRAC

10. **9:30 A.M.:** PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

11. Lincoln County Detention Center Update – Ross Castleton, Warden

a. Request for CSG reimbursement for two segregation showers

12. Lincoln County Medical Center:

- a. Update from Todd Oberheu, Hospital Chief Executive
- b. Presentation of Remodel Concept for a Women's Clinic

13. Manager's Report

- a. Security Updates Courts (CEO Audrey Hukari) & Lincoln County
- b. Nick Crockett Lobbyist
- c. Lodger's Tax Software
- d. LATCF Funding
- e. Opioid Funding Proposal
- f. Reorganization of Maintenance, Assets, and Procurement
- g. Fire Chief Meeting
- h. Sheriff's Dept. & Road Dept. Staff Meeting Executive Session Item
- i. Agenda Policy
- j. Strategic Planning
- k. Paid Family Leave Act: Senate Bill SB11
- 1. Planning Training Sante Fe County
- m. Director's Reports

14. Senior Citizen's Centers:

- a. Discussion and Approval to Renew Cooperative Agreement and Lease for the Corona Senior Citizen's Center Between the County of Lincoln and the Village of Corona
- b. Approval of Capital Appropriation Project Agreement for Capitan Senior Citizen Center in the Amount of \$34,284.00 to Purchase and Equip Vehicles
- c. Approval of Capital Appropriation Project Agreement for Carrizozo Senior Citizen Center in the Amount of \$48,429.00 to Purchase and Equip Vehicles
- d. Approval of Capital Appropriation Project Agreement for **Corona** Senior Citizen Center in the Amount of \$34,284.00 to Purchase and Equip Vehicles

- e. Approval of Capital Appropriation Project Agreement for **Hondo** Senior Citizen Center in the Amount of \$30,000.00 to Purchase and Equip Vehicles
- f. Approval of Capital Appropriation Project Agreement for **Ruidoso Downs** Senior Citizen Center in the Amount of **\$48,429.00** to Purchase and Equip Vehicles

15. Road Department:

- a. Capital Projects Update Renegade and Wilson & Co.: Fairgrounds, Lower Eagle Creek, & Palo Verde Phase I Funding; Projects in Construction; Project Going to Construction; 2024 Upcoming Projects
- b. Approval of New Mexico Department of Transportation Local Grant Road Fund Grant Extension Request by Resolution <u>2024-32</u>: a Resolution to Extend the Termination Date of the Local Government Road Fund County Arterial Program Agreement, Contract No. D19377, Control number L200577 from December 31, 2023, to June 30, 2024. Lower Eagle Creek Cap. (County Arterial Program) \$251,137.00 (with County Match)
- c. Approval of New Mexico Department of Transportation Local Grant Road Fund Grant Extension Request by Resolution <u>2024-33</u>: a Resolution to Extend the Termination Date of the Local Government Road Fund Cooperative Agreement, Contract No. D19375, Control number L200563 from December 31, 2023, to June 30, 2024. Co-op \$133,333.00 (with County match).
- d. Informational review regarding the citizen concerns on Dead Man's Canyon Road, Arabela, New Mexico
- e. Approval of Revision to Cooperative Project Agreement for Project Control No. 2104780 (Magado Creek Pedestrian Livestock Bridge) Between the NMDOT and County of Lincoln – Funding source reallocation.
- f. Discussion on Colonias Grant Phase II Palo Verde Slopes Loan component & County Match corresponding with Resolution 2024-12 (10% loan \$150,000 & 90% grant \$1,350,000.00).
- g. Discussion on the CAT quotes for a D6 Tractor \$504,400.00 or \$7,092.83 per month for 72 months. (appraisals pending and cost may come down).
- h. Discussion on the CAT quotes for CS12GC Paving \$176,900.00 total and \$2,848.13 per month for 60 months. (appraisals pending and cost may come down).

16. Lincoln County Planning Department

- a. Approval to File Solid Waste Liens:
 - 1. Bonnie Bass- \$572.70
 - 2. Thomas D. Darrah and Cathy L. Darrah- \$932.36
 - 3. Cecilia Runnels- \$675.40 (Land 1001805 Cecilia Runnels) (MH 315728 Cecilia Runnels)
 - 4. Frances Chavez- \$875.40 (acct #755)
 - 5. Frances Chavez- \$875.40 (acct #1189) (Land 238300 Frances Chavez)

(MH 390992 Frances Chavez)

- 6. Raven Stewart- \$1,118.10
- 7. Stansell Ranch LP- \$1,326.18 (Land 368650 Stansell Ranch LP) (MH 371355 Stansell ranch LP)
- b. Approval to Issue Customer Refund for Ameilia Handrich, in the Amount of \$198.08 for Solid Waste Billing Error (Property # 302172)
- c. Request to Transfer Current Customer Credits by True-Up to Universal Waste Systems in the Amount of \$13,974.31

d. Approval of Lodgers' Tax Request:

Event: Spencer Theater Summer Season 2024

Date of Event(s): June-August 2024

Requester: Spencer Theater for the Performing Arts

Amount Requested: \$15,000.00

- 17. Discussion and Direction Regarding Village of Ruidoso's Request to Utilize Local Assistance Tribal Consistency Funds in the Amount of \$2.5 Million for the Village's workforce housing initiative.
- 18. Letter of Support for the Upper Hondo Soil & Water Conservation District to Apply for the River Stewardship Grant Program to Rehabilitate the Rio Bonito Riparian Area
- 19. Request for Approval for a Release of Bond for Don Murphy Regarding the Avalon Forest Subdivision in the Amount Of \$25,180.00.
- 20. Approval of Subrecipient Agreement Between the New Mexico Department of Finance and Administration and the County of Lincoln for the Regional Recreation Centers Quality of Life Program in the Amount of \$236,990.00
- 21. Dora Batista Council of Governments
 Discussion and Approval of the Revised EDA Application 00003329 (the original in-kind match won't be counted and therefore a cash match is required for amendment).
- 22. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances:
 - a. Public Hearing to Consider Approval of New Application for a Club Liquor License with On Premises Consumption Only with Patio Service by Alto Lakes Golf and Country Club, Inc. located at #1 Country Club Rd., Alto, NM 88312; for Kokopelli at Alto Lakes Golf; located at 1200 High Mesa Road, Alto, NM 88312.

AND

IMMEDIATELY FOLLOWING ITEM a

- b. Ordinance No. 2014-06 Lincoln County Indigent Hospital/Health Care Ordinance Adopting Public Assistance Provisions relating to Health are for Indigents, in Accordance with the Indigent Hospital and County Health Care Act; Providing for the Annual Adjustment to IHC Income and Claims Policy Limit Schedules; Providing for the Severability of Parts Hereof; Repealing Ordinances in Conflict Herewith; and Declaring an Effective Date
- 23. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase,

Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters Including: (A) County Road Superintendent, Jeffrey Honeycutt, Contract Renewal/Negotiations; (B) General Legal Counsel, Alan P. Morel, P.A., Contract Renewal/Negotiations, Section 10-15-1, Subparagraph (H)(2); and Limited Personnel Matters, Including County Manager, Makayla Zonfrilli, Contract Review, Section 10-15-1, Subparagraph (H)(2) and other related discussion.

- 24. Renewal of County Contracts:
 - a. County Attorney Alan Morel Effective January 1, 2024
 - b. County Road Superintendent Jeffrey Honeycutt Effective January 16, 2024
- 25. Signing of Official Documents
- 26. Next meeting:
 - a. January 16, 2024, Regular Commission Meeting
- 27. Adjourn



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AGENDA ITEM NO. 6

SUBJECT:

Approval of Minutes:

a. November 14, 2023 Regular Commission Meeting

COUNTY OF LINCOLN 1 2 **New Mexico** 3 Regular Meeting 4 **Board of County Commissioners** 5 6 7 Todd F Proctor, Chair Samantha J Serna, Member 8 Jon F Crunk, Vice Chair Mark G Fischer. Member 9 Pierre S Pfeffer, Member 10 11 **Minutes** 12 Tuesday November 14, 2023 13 Minutes of the Regular Meeting of the Lincoln County Commission held at 8:30 AM on November 14 14, 2023, in the County Commission Chambers, Lincoln County Courthouse, in Carrizozo, New 15 16 Mexico. The meeting was also accessible via Zoom. 17 1. Call to Order 18 19 Chair Proctor called the Regular Meeting of the Board of County Commissioners to order at 8:30 20 21 AM. 22 2. **Roll Call** 23 24 Roll Call. 25 26 Present: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor. 27 28 29 Others present included Makayla Zonfrilli, County Manager; Alan Morel, County Attorney; and Shannan Hemphill, County Clerk. 30 31 3. Invocation 32 33 The Invocation was presented by Commissioner Fischer. 34 35 Pledge of Allegiance 36 4. 37 Pledge - USA Flag 38 a. 39 b. Salute – NM Flag 40 41 5. Approval of Agenda 42 43 Motion: Acceptance of the Agenda and authorized the Chair to move items as necessary, Action: Approve, Moved by Commissioner Crunk, Seconded by Commissioner Serna. 44 45 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5). Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, 46 Chair Proctor. 47 48

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Approval of Minutes:

a. October 17, 2023, Regular Commission Meeting

- **Motion:** Approve the Minutes of the October 17, 2023, Regular Commission Meeting as Amended, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.
- Vote: Motion carried by unanimous roll call vote (summary: Yes = 5).
- Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Chair Proctor recessed the Board of County Commissioners and convened as the Lincoln County Canvassing Board at 8:39 AM.

7. Canvassing of the Vote – Regular Local Election of November 7, 2023

Clerk Hemphill expressed her appreciation for her staff and all the Election Workers throughout the County on a successful Election. Clerk Hemphill detailed the 2023 Regular Local Election and presented the tabulator tapes, rosters, and hand tally forms for approval. Clerk Hemphill stated there were 14,201 registered voters in Lincoln County and there were 3,816 ballots issued for the Election which was held on November 7, 2023. Of the 3,816 voters who cast a ballot in the election, 466 were Absentee Voters, 1,165 were Early Voters and 2,185 were Election Day Voters. Clerk Hemphill stated of the 466 Absentee Ballots issued, 322 were tabulated, 11 were hand tallied, 2 were rejected for incomplete information on the return envelope and 131 were unreturned prior to 7:00 PM on Election Night. Clerk Hemphill detailed the Lincoln County voter turnout for the 2023 Regular Local Election and stated it was a 26.9% voter turnout which was a record and well surpassed the prior Regular Local Elections. The voter turnout in Lincoln County was even greater than the 2022 Primary Election.

Chair Proctor adjourned the Lincoln County Canvassing Board and reconvened as the Board of County Commissioners at 8:54 AM.

- **Motion:** Approve the Canvass of the November 7, 2023, Regular Local Election, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.
- **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT A: Copy of the County Canvass is attached hereto in reference thereto made a part hereof.

8. Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month Ending October 31, 2023
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Approval of Required 2024 Operational Resolutions:
 - i. Resolution 2024-27 Open Meetings Act
 - ii. Resolution 2024-28- Establishing 2024 Regular Commission Meetings
 - iii. Resolution 2024-29- Establishing 2024 County Official Holiday Calendar
 - iv. Approval of 2024 Committee Meeting Schedules (a) Lincoln Historic Preservation Board, (b) Lodger's Tax Committee and (c) Land & Natural Resources Committee (LANRAC)

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Commissioner Fischer requested to remove item c and d3 for discussion.

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Item c- Commissioner Fischer questioned the large amount, if the budget would hold, and if there was a trend which could be tracked. Scott Annala, Indigent Health Care administrator, explained he used to spend about \$24,000/month but hadn't been lately so there was plenty of money left in the budget. He stated there wasn't a trend to track, it was just normal waxing and waning. Commissioner Fischer felt it may help to get a better understanding of what the budget was and how it was replenished.

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Item d3- Commissioner Serna stated she would like to strike Good Friday, March 9, Election Day, 110 November 5, and part of Christmas December 26 & 27. Commissioner Fischer stated 10-12 days 111

of paid holidays was sufficient. Commissioner Serna explained the benefit package included paid days off which could also be used. Commissioner Fischer felt he would rather trade Juneteenth

for Good Friday. 114

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- Motion: Approve item d3, striking Presidential Election Day, Tuesday November 5 and Christmas 116 117 break days December 26 and 27, Action: Approve, Moved by Commissioner Serna, Seconded **by** Commissioner Fischer. 118
- 119 **Vote:** Motion passed (**summary:** Yes = 3, No = 2, Abstain = 0).
- Yes: Commissioner Fischer, Commissioner Serna, Commissioner Crunk. 120
- **No:** Commissioner Pfeffer. Chair Proctor. 121

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- Motion: Approve the consent agenda excluding item d3, Action: Approve, Moved by 123 124 Commissioner Serna, **Seconded by** Commissioner Fischer.
- 125 **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
- Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, 126

127 Chair Proctor.

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SEE EXHIBIT B: Copies of the Consent Agenda items including Resolution 2024-27, Resolution 2024-28 and Resolution 2024-29 are attached hereto in reference thereto made a part hereof.

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9. Approval of Resolution 2024-25 for FY 23-24: Deer Park Valley Loan Payoff

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Troy Niederstadt, Chief Deputy Treasurer, explained the early payoff was for a bond loan issued in 2010 for the Deer Park Valley Subdivision. He requested to transfer \$5,000 from the General fund to cover the final payment, one year early, which would save the County \$15,308.79 in interest and would be paid back to the General Fund within the next year.

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- 139 Motion: Adopt Resolution 2024-25, Action: Adopt, Moved by Commissioner Serna, Seconded 140 **by** Commissioner Fischer.
- **Vote:** Motion carried by unanimous roll call vote (summary: Yes = 5). 141
- Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, 142 143 Chair Proctor.

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SEE EXHIBIT C: Copy of Resolution 2024-25 is attached hereto in reference thereto made a part 145 hereof. 146

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10. Approval of Budget Adjustment for FY 23/24 by Resolution 2024-26

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- Motion: Adopt Resolution 2024-26, Action: Adopt, Moved by Commissioner Fischer, Seconded
 by Commissioner Serna.
- **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).
- Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT D: Copy of Resolution 2024-26 is attached hereto in reference thereto made a part hereof.

11. Forest, Land & Natural Resources Matters:

Smokey Bear Ranger District

Chair Proctor explained there was miscommunication with some of the entities who did not get notice of the date change for the Commission meeting and were unable to attend.

b. Lincoln County / NMSU Extension Services

Melody Gaines, NMSU Extension Services, explained they worked with the third-grade students in Ruidoso on an Ag in the Classroom project using pumpkins, which concluded with the students making pumpkin pie in a bag to take home. She stated they would be doing the same project the next week with the fourth-grade students in Capitan. Ms. Gaines then detailed the many activities they were working on within the County.

c. South Central Mountain RC & D

Laura Doth, South Central Mountain RC&D, explained they completed 2 Community Wildfire Defense Grants, submitted 1 for updating the Lincoln County Community Wildfire Protection Plan and another for 300 acres of mitigation on some properties with the Village of Ruidoso, however they were County properties. Ms. Doth detailed other projects they were working on within the County and stated they were looking to outreach to Corona.

d. Upper Hondo Soil & Water Conservation District

e. Land and Natural Resources Advisory Committee-LANRAC

12. 9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)

Chair Proctor welcomed the new County Manager and thanked everyone who helped him as interim County Manager. Chair Proctor detailed the many meetings he attended over the last month. Chair Proctor stated the house at the fairgrounds had been completed and the certificate of occupancy was received on October 10, 2023. He explained the remodel estimate was \$76,300. The materials were \$74,597 and labor was \$63,506.76 so the total cost to remodel the house was \$138,103.83, which well exceeded the estimated cost, so he was hopeful they would be able to get a return on that investment in the future.

Commissioner Crunk explained the State gave Workforce Solutions a \$140,000 grant to carry on the youth project. He detailed some of the projects which were very successful, including a program he attended last year where individual business owners talked to High Schoolers about the need for completion of their education even without going to college.

Commissioner Pfeffer attended a couple meetings in his district about the transition to the new trash pickup program. He thanked Mr. Annala for his presentation and attendance at the meetings. Commissioner Pfeffer detailed numerous meetings he attended over the prior month. Commissioner Pfeffer welcomed the new County Manager and stated he was looking forward to her involvement in all aspects of the County.

Commissioner Serna commended Tracy with Enchanted Forest Subdivision and stated she had received an award for seeking funding to improve water infrastructure for their area. Commissioner Serna thanked the Veterans for their sacrifice and hard work for the people of the Country.

Commissioner Fischer spoke with some of the Candidates for School Board, however many did not feel free to discuss their conservative positions and were worried about what happened to the Floyd School Board who were all kicked out after a disagreement with the State. Commissioner Fischer met with Dean Holman from Ruidoso Downs who was working with Ruidoso to stimulate businesses and business growth in the area. Commissioner Fischer spoke on the meeting held at the Fairgrounds and the notion of conservation leases which would stop all activities on the land, multiple uses would no longer be allowed on those lands. Commissioner Fischer welcomed the new County Manager.

Clerk Hemphill again thanked her staff for all their hard work and dedication to make sure the election was a success. Clerk Hemphill explained the State Canvassing Board would meet on November 28, 2023, to certify the results of the election and order automatic recounts which would need to be completed by December 8, 2023. Clerk Hemphill stated her office would hold a swearing-in ceremony later in December with a Judge available to swear in anyone elected who would like to attend. Clerk Hemphill explained her office received notice last week from the FBI about letters which were mailed to election departments in various States which were laced with a dangerous substance, initial tests showed them to contain fentanyl. She explained her office had implemented extra precautions to help mitigate any potential issues.

Assessor Hill welcomed the new County Manager. Assessor Hill stated they held the Assessors Affiliate meeting in Ruidoso, and it was well attended and well run.

Troy Niederstadt, Chief Deputy Treasurer, stated the 2023 property taxes were mailed out. Mr. Niederstadt explained they had collected 31% so far and he commended the staff for their hard work.

Sheriff Wood thanked the Veterans for their service and welcomed the new County Manager. Sheriff Wood provided statistics from his office over the last month.

Steve Fortelny, Lincoln County Resident, explained he was an activist early in pandemic and spoke on behalf of the children who were made to wear masks for 10 hours at a time. He also spoke on the Carrizozo Mayors response to the pandemic. Mr. Fortelny stated he would be submitting a formal complaint about being unable to hear Commissioners discussions.

Jeff Bleau, Lincoln County Resident, commended the Clerk's Office for their preparation and handling of the election. He stated, as a poll worker, it made it easier for them to support the election process with a well-run office behind them. Mr. Bleau talked about Broadband in the County and especially the need for the students in the rural areas of the County.

251 Chair Proctor recessed the Regular Commission Meeting at 9:52 AM and reconvened at 10:00 252 AM. 253 254 13. Galen Farrington - Resident - Requesting a BOCC letter of support against the proposed location of a concrete batch plant (10-minute presentation) 255 256 Galen Farrington, Lincoln County Resident, gave a presentation on the opposition to the proposed 257 location of a concrete batch plant in Alto. After the presentation, Chair Proctor questioned if there 258 was still pending litigation and Mr. Farrington stated there was. Commissioner Fischer stated 259 there was a concrete batch plant in Ruidoso and there did not seem to be any ill effects from it. 260 Commissioner Crunk stated it was not intended to be a discussion item, it was a presentation 261 262 only. 263 20. **Public Works:** 264 Approval of Revised Lodgers' Tax Request: 265 **Event: Billboard on US HWY 380 Lease** 266 Date of Event: 10/02/2023-09/29/2024 267 Requestor: Friends of Historic Lincoln 268 Amount Requested: \$5,000.00 269 270 Elaine Allen, Friends of Historic Lincoln, explained the state would pay \$5,000 and they would 271 like reimbursement from the County for the other \$5,000. She stated the billboard would be on 272 273 Highway 70, not Highway 380. 274 Motion: Approve \$5,000 in Lodgers Tax funding, Action: Approve, Moved by Commissioner 275 276 Serna, **Seconded by** Commissioner Fischer. Vote: Motion carried by unanimous roll call vote (summary: Yes = 5). 277 278 Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor. 279 280 Approval of Filing of Solid Waste Liens 281 a. 1. Robert W. McKelvey - \$690.78 282 283 2. Womble Enterprises, LTD - \$629.24 3. Michael C. Marks & Paula J. Marks - \$629.24 284 4. Kelly Jo McCarty & Arthur Rojas - \$629.24 285 286 5. Justin Uller - \$606.16 6. Carl A. Williams & Tabitha Crisp - \$590.78 287 7. Cathi J. Jones - \$572.70 288 8. Robert Lee Daleske & Mary Lynn Daleske - \$572.70 289

- 9. Jerry Don Manire **\$444.62**
- 10. Manuel Preciado Sr.-\$817.32
- 11. Henry R. Herbert Jr. & Anastasia Herbert- \$690.78
- 12. William Seellbach III- \$684.24
- 13. Thomas James Bramble Jr. & Karen Marie Bramble- \$629.42
- 14. Thomas Schiele- **\$643.63**
- 15. Charles W. Leslie-\$691.96 (Land#294775 Charles W. Leslie) (MH#350138 Kathy L. Chapman)
- b. Approval to Release & Refile Solid Waste Liens:

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1. Richard W. Purcella & Frances J. Martinez - \$2,239.63

2. Maria N. Guillen - \$1,961.48 (Land# 1007381 Maria N. Guillen) (MH# 337375 Maria Madina)

d. Approval to Release Lien Against Jerry Lee Gutierrez & Michael Floyd Gutierrez for Amount Less than Lien is Currently Filed for

Motion: Approve a, b and d, **Action:** Approve, **Moved by** Commissioner Serna, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

25. Presentations in Response to RFP 23-24-3 Youth Mentoring Services and Positive Active Programming

Toni Foligno, Lincoln County Chief Procurement Officer, stated they would be receiving oral presentations by four agencies which applied for the RFP. Commissioner Serna questioned if the Big Brothers & Big Sisters was eligible as they were not currently in Lincoln County.

Brenda Dorsey, Big Brothers Big Sisters, explained they responded to the RFP as seed money to restart in Lincoln County, however they were not currently in Lincoln County. Attorney Morel stated he was unfamiliar with the RFP and would need to do some research prior to her presentation.

Tim Coughlin, Boys and girls club, explained they worked with students from Ruidoso, Ruidoso Downs, Hondo, Alto, Capitan and some of the outlying areas. He spoke on the method for mentoring and the determination of mentoring ability. Mr. Coughlin stated they receive parental consent forms as well as information from the students to determine the best fit. He explained they determine risk factors and use evidence-based programs and prevention programs to track the progress of the child. Mr. Coughlin detailed the after-school mentoring program provided 5 days/week, which they provide 1 on 1 mentoring, however in a hybrid situation, following the rule of 3 to provide safeness for the children. Mr. Coughlin explained the amount of funding would determine how many children they could provide for and how the funds would be spent. Commissioner Fischer questioned the current budget of the Boys and Girls Club. Mr. Coughlin stated it was \$550,000, with \$350,000 of it going to salaries and benefits. Commissioner Fischer questioned the mentoring piece and the types of activities they provided and participated in. Mr. Coughlin stated the activities were fun and engaging for both participants and included things that interested them such as art, sports, etc.

Melanie Gutierrez, Lincoln County Extension Services, explained they offer county wide programing, as well as school enrichment programs, to serve the county as a whole. Ms. Gutierrez stated the slogan was "Learn by Doing", so everything was hands on. She stated they had five areas everything fell into, Ag and livestock, family and community health, natural resources, leadership and citizenship, and STEM. Ms. Gutierrez explained they used the 4H curriculum which was a research-based curriculum used nationwide and included a couple different models. She said the first was BIG M- Belonging, Independence, Generosity, and Mastery. She explained the Thrive Model and stated the developmental context is the root of what they do, which leads to a growth mindset and a hopeful purpose. Ms. Gutierrez explained the funds could be used to buy a suburban to transport the youth if that was acceptable. She stated they could also use the funds for program supplies. They created brush-bots at the last in-service which were neat, however they cost \$15 each to create, which puts a hardship on everyone. She stated it cost

almost \$300 in supplies to do the pumpkin pie in a bag project and the plant the moon challenge was \$41/kid to participate. Ms. Gutierrez explained they operate on \$14,000 and spend about \$12,500 on their operating budget.

Attorney Morel stated he did not have a copy of the Legislative Appropriation #23-ZH9241, however it was to contract for youth mentoring and positive active programming in Lincoln County, not for seed money or for a vehicle.

Laurie Benavidez, founder of High Mountain Youth Project of NM, explained they mentor the most vulnerable youth in the County. She stated they had a mentoring program in place and were expanding their program so the added funds would help. Ms. Benavidez explained they had evening drop-in services for ages 13-18 and plan to have a future drop-in 24-hour youth crisis shelter. She stated they hoped to help 90 vulnerable youth in Lincoln County over a year once they are completely functional. Ms. Benavidez explained they were looking to budget .25 salary for a program manager, .25 salary for a social worker, .25 salary for 6 youth development specialists, mileage reimbursement for transportation, training materials printing and supplies. She stated High Mountain would match the amount of granted funds. Ms. Benavidez explained they pay for the criminal background checks and fingerprinting for all the mentors, staff and volunteers, as well as snacks and meals for the mentors and mentees during their mentoring activities, they also provide online services during inclement weather or when travel is unavailable. Ms. Benavidez detailed their current budget of \$110,000 was for the evening drop-in center, however their new budget to include the 24-hour youth crisis shelter would be \$856,846. Commissioner Fischer questioned the referral process. Ms. Benavidez stated it was through the drop-in center, school referrals and parents or community members. Commissioner Fischer questioned the impact of the program. Ms. Benavidez explained they had served over 400 youth since February of 2018. Commissioner Serna questioned the skills they would learn. Ms. Benavidez explained they use the KC Life skills assessment to help them learn life skills.

27. Approval of Award for RFP 23-24-3 Youth Mentoring Services and Positive Active Programming

Commissioner Serna expressed her apologies that Big Brothers Big Sisters was not notified ahead of time that they were ineligible for the grant.

Commissioner Fischer was impressed with the hands-on piece and specific goal setting and outreach of the Extension Services and appreciated how frugal they were with their existing funds. Commissioner Fischer appreciated the need for the High Mountain Youth drop-in services, however he felt it was less useful in the outlying areas of the county and more focused on Ruidoso and the more populous areas. Commissioner Fischer explained the Boys and Girls Club had been around for quite some time and he didn't feel as compelled to provide a large portion to them. Commissioner Fischer recommended a 50/30/20 split between the Extension program, High Mountain Youth and the Boys and Girls Club.

Commissioner Serna felt the split should be 70/20/10 between the Boys and Girls Club, High Mountain Youth, and the Extension service. She felt the extension service catered more to affluent families and the need should be more of a focus on at risk youth.

Commissioner Pfeffer felt the High Mountain youth were the most vulnerable and would like to look at the opioid funds and how they could be tied into the program.

 Commissioner Crunk commended the High Mountain Youth project's ability to provide for needy kids. He had high praise for the FFA program, and he felt very highly about youth mentorship as a whole throughout the County.

 Chair Proctor felt all three programs were great, however the Extension hit all the communities in the County. Chair Proctor stated the Boys and Girls Club and High Mountain Youth didn't seem to reach out to more rural areas of the County. He felt the need for mentorship throughout the County was essential and highly encouraged.

 Motion: Approve the award for RFP 23-24-3 to the Lincoln County Extension Services at 50%, High Mountain Youth at 30%, and the Boys & Girls Club at 20%, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Commissioner Pfeffer felt the percentages needed to be adjusted to 35% for the Extension Services, 35% for the Boys & Girls Club, and 30% to High Mountain Youth.

- **Motion:** Amend the motion to Approve the award for RFP 23-24-3 to the Lincoln County Extension Services at 35%, High Mountain Youth at 35%, and the Boys & Girls Club at 30%, **Action:** Amend, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.
- Moved by Commissioner Fischer, **Seconded by** Commissioner Pfeffer Vote: Motion carried by unanimous roll call vote (**summary**: Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

13(a). Discussion and possible action on letter of support of Roswell-Chaves County hosting the National Championship Air Races (letter needed by Nov. 17th, 2023).

 Commissioner Serna explained they were relocating the National Championship Air Races from Reno where they had been held for 50 years and they were looking for a letter of support to move to this area. She stated it would be a benefit to the entire area.

Motion: Approve a letter of support of Roswell-Chaves County hosting the National Championship Air Races, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Serna.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

14. Lincoln County Detention Center Update

The Warden was unavailable to provide an update.

15. Lincoln County Medical Center Update – Todd Oberheu

Mr. Oberheu was unavailable to provide an update.

16. Manager's Report

1) Code Enforcement Officer – Nick Herrera

Monday 11/6/2023 I met with Scott, Nick, Sheriff Wood, and Undersheriff Martinez to discuss our next phase in orientation for our Code Enforcement Officer. We have given Mr. Herrera the cell phone formerly associated with Francesca's position. His badge is

being ordered. Sheriff Wood and Undersheriff Martinez will be working with Mr. Herrera to get a vest fitting in Albuquerque. Mr. Herrera will work with the team to get his truck properly outfitted with a radio and visible decals for identification. I am working with the Village to determine if Mr. Herrera can shadow with the Village's Code Enforcement Officer for a day or two. Mr. Herrera will work with the Animal Control officer in the Sheriff's office to assist with animal control needs as well as carryout the additional ordinance enforcement to include but not be limited too Open Fire/Burn, Solid Waste, etc. Officer Herrera will also be participating in a few days of shadowing with a Sheriff Deputy and/or Animal Control officer. There is training offered by the State pertaining to State Animal Control laws. Officer Herrera will be participating in these training courses to know when to enforce and when to call for a Deputy/Sheriff's Animal Control Officer. Officer Herrera will also be participating in OC/Pepper spray, Taser/Phaser training, and baton training. We will also work to build or purchase an animal cage and gather quotes for an animal lift for safety and security of animal loading (to be brought before the Commission). We will re-evaluate the progress after the Thanksgiving break to provide additional updates. We still need to meet with Alan on Court procedures and citation information. We will need to work on a new contract with the Human Society to include the County's new Code Enforcement Officer.

Requested Motion: Motion to gather estimates for code enforcement training and quotes for an animal cage and lift system for the County's Code Enforcement Officer to be presented at the next meeting.

Commissioner Pfeffer stated the position was originally moved from Law enforcement to Public Works and was concerned the position was sliding back to the law enforcement side. Commissioner Fischer reiterated what Commissioner Pfeffer stated and explained there needed to be more focus on illegal dumping and fire mitigation and less on animal control.

2) Town of Carrizozo

Navigating through the former County Manager's emails, I came across a grant agreement for the Town of Carrizozo for the Law Enforcement Recruitment Fund (LERF) for the amount of \$131,250. I left a voicemail with Chief Hill from the Carrizozo Police dept. to seek further information on this grant/project.

3) Annual Survey of Local Government Finances – U.S. Census Bureau

Due December 12, 2023

4) Contractor Annual Service Contract Reporting Requirements

Due November 15, 2023.

5) Solid Waste Update

Our solid waste billing is wrapping up and we have a few accounts with credits. Scott and the team are putting together a comprehensive list. I have corresponded with Rheganne and she is speaking with the VP to see if we can transfer those credits. If not, we may need to decide to issue reimbursement checks for anything over \$5.00.

Requested Motion: Motion to approve the County Manager to work with the County Attorney to negotiate with USW to transfer credits of existing customers if agreeable by USW and if not present the cost of reimbursement at the next Commission meeting for discussion and potential action to issue reimbursements.

Motion: Approval to issue a check to USW and have it credited to the proper account holders,

Action: Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer. **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

6) Financial reporting / Treasurer reporting to the Commission

I am working with the Finance office and the Treasurer's office to come up with a more reader-friendly financial report. Tyler MUNIS software would greatly assist with this. In the meantime, we will work as a team to have something more reader-friendly for the December meeting. With the current software and starting on 11/1 I did not have enough time to go through all the financial and treasurer reports to manually create a more presentable report based on the data given each month. Example Cover sheet provided. I will need to work with the Treasurer, Finance, and Assessors for this information as well as Triadic to see how we can produce such reports as I am most familiar with Tyler Tech.

7) LATCF (Local Assistance and Tribal Consistency Fund)

We have \$5.8 million of unallocated LATCF funds. These funds can be used for software improvements to increase public service provision such as finance software like Tyler Technologies and VOIP phone system upgrades. I would like to propose using some of these funds to implement a better accounting and government finance system and phone system for our county staff to provide more transparent reports and work more efficiently to serve the public which will increase government transparency. Otero and Chavis County also have switched from Triatic to Tyler.

Requested Motion: Motion to approve the County Manager to get quotes on the Tyler Technologies finance system Enterprise package and VOIP phone systems to present to the Commission for the December meeting.

8) Strategic Plan

I want to hold a department head and elected officials meeting and then a workshop with the commissioners (eventually) to get a consensus among staff on their feelings about a county wide strategic plan. From there, I want to do an internal workplace culture analysis, determine internal goals, work with planning and the assessor's office to do some sort of community survey on needs/wants in the county, survey and meet with each town/village, and form a county-wide strategic planning committee. There are a lot of other things that will go into this plan for a strategic direction but phase I will be the information gathering phase. I am seeking the Board's permission to begin forming a strategic direction and gather some initial data to work towards a strategic plan in the form of phases. The Commission will clearly have final oversight and approval, but I want to put something very nice and informative for the board to discuss in a workshop and then discuss in a commission meeting.

Outreach is also going to be a big part of this plan, visiting each village/city to get survey results and from all the internal and external results I think the commission could use that information to determine goals for strategic direction.

I'd like to get to a point where I can provide information on what staff think, what residents think, what county leaders think, and then what the commission would like to see and put that all into a nice strategic plan proposal. I've done this in the past 3

counties I've worked in, and it has been a successful endeavor, so I look forward to working with the Board on such a project.

There may be grants available and we could also explore outsourcing this planning project if the Board doesn't want to use County staff. This would be considered optional for elected officials but can be adopted by them if they choose to participate.

Requested Motion: Motion to approve the County Manager to beginning the process of strategic planning for the County and enter phase I of the Strategic planning process which is to provide a detailed outline to the Commission of Phase I: Research and Data Collection and present this phase I proposal to the Commission in the December 2023 meeting for consideration of implementation of a phased County Strategic Plan.

10) Support Letter for Aquifer Legislation and/or Funding

A letter was submitted by former Commissioner Spencer regarding the wells that are causing issues on his ranch property. He asked the Commission to produce a letter of support for an Aquifer study and future funding.

Requested Motion: Motion to approve the letter of support as presented and submit it to the parties indicated.

Chair Proctor explained the letter of support for the aquifer study was already approved and this was just an updated letter.

Chair Proctor recessed the Regular Commission Meeting at 11:59 AM and reconvened at 12:46 PM.

11) Director's Reports

 Manager Zonfrilli requested the Commissioners rank their top five ICIP requests. Each Commissioner listed their top priorities and Manager Zonfrilli compiled the results into a list. She stated the order was an ambulance building, an evidence building, a crime scene vehicle, detention center upgrades, and a mini excavator and work truck for the road department.

Motion: Approve the top five ICIP priorities as an ambulance building, an evidence building, a crime scene vehicle, detention center upgrades, and a mini excavator and work truck for the road department, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Absent: Commissioner Serna.

9) Grant Writer Position, Public Works Director, Solid Waste Clerks

The County is undergoing some changes with the Solid Waste process. We have two employees acting in the roles of Clerks, collecting payments and such. We also have a Public Works Director position open as well as a grant writer position. I would like to seek permission from the Board to do a department and job description review and present a proposal to the Commission on what should be done with these positions.

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Requested Motion: Motion to approve the County Manager to review the job descriptions of the Grant Writer, Public Works Director, and Solid Waste Clerks and propose a course of action for reorganization and operational efficiency at the December 2023 meeting.

22. Approval of Amendments to the 2020 and 2022 Industrial Revenue Bonds (IRB) Leases and Subleases – Pattern Energy/Luis Carrasco

Jeremy Turner, Pattern Energy, presented on the project as it had progressed to the current point. He stated they had already broken ground and expected to be going from zone to zone until the end of April 2026. Mr. Turner explained they were finally able to adjust the layout and they no longer had transmission lines in Lincoln County or go through the military base. He stated they currently have 600 workers on the project, and they expect it will ramp up to 1,500 workers. Mr. Turner stated it was the largest wind farm in the western hemisphere and the largest investment in renewable energy.

- Motion: Approve the amendments to the 2020 and 2022 Industrial Revenue Bonds as described,
- Action: Approve, Moved by Commissioner Pfeffer, Seconded by Commissioner Crunk.
- **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).
- Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.
 - Absent: Commissioner Serna.

19. Office of Emergency Services

a. Insurance Services Office (ISO) Presentation – Ashley Dalton and OES Director, Arron Griewahn

Ashley Dalton, owner of insurance agencies in Alamogordo and Ruidoso, gave a lengthy presentation on the ISO readings in the County and what could be done to help out in the future. Ms. Dalton explained the Insurance companies also look at other factors in the area when determining the ratings.

Aaron Griewahn, OES Director, explained if they had the capability to have water systems at every fire station it would help to increase the PPC and ISO ratings. He stated training hours helped the PPC rating as well, however volunteers are counted at 3:1 and paid employees are counted at 1:1. Mr. Griewahn felt a training Center would help the PPC rating since volunteers have a hard time going to the State training facility, and they would need two acres of land and two water sources for a training facility.

b. Request to Purchase Utility Terrain Vehicle (UTV) for Lincoln Volunteer Fire Department

Aaron Griewahn, OES Director, explained they needed a new UTV for the Lincoln Volunteer Fire Department which would be the same as the one which was just purchased for the Hondo Fire Department, however this one would need to include a trailer.

- **Motion:** Approve the purchase of the UTV and trailer for the Lincoln Volunteer Fire Department, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Crunk.
- Vote: Motion carried by unanimous roll call vote (summary: Yes = 4).
- Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.
 - Absent: Commissioner Serna.

c. Approval of Subrecipient Grant Agreement from the Department of Homeland

Motion: Approve the Subrecipient Grant Agreement from the Department of Homeland Security to Install the Gallinas Radio Tower in the Amount of \$524,000.00, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Absent: Commissioner Serna.

17. Discussion and Approval to Return the 1917 La France Fire Truck to the City of Santa Fe

 Chair Proctor explained it was originally a gift from the City of Santa Fe to Lincoln County. It was then turned over to a car club for restoration which unfortunately didn't happen, and it was recently picked up from the car club in pieces and stored at the Fort Stanton fire house. Attorney Morel recommended the Commission move to transfer it back to the City of Santa Fe in "as is" condition with the Fire Marshalls consent.

Motion: Authorize the return of the 1917 La France Fire Truck to the City of Santa Fe in "as is" condition with the Fire Marshalls consent, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Absent: Commissioner Serna.

18. Approval of Declaration and Final Plat of Avalon Forest Subdivision – Developer, Don Murphy

Don Murphy, developer of the Avalon Forest Subdivision, explained this whole process was started in 2006 and it was finally nearing completion. Mr. Honeycutt stated the roads were not to County specifications as they were only 20 feet wide, however everything else looked good. Mr. Murphy stated the roads would be private roads which would not become part of the County property.

Motion: Approve the declaration and final plat of the Avalon Forest Subdivision with the stipulation that the roads will never become County roads, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 4).

Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Absent: Commissioner Serna.

Chair Proctor recessed the Regular Commission Meeting at 3:07 PM and reconvened at 3:15 PM.

16(a). Agenda Setting Policy – County Manager

Manager Zonfrilli requested the ability to set a policy to have all requests and documentation for the agenda in her office 6 days prior to the meeting. That would give her time to send everything out to the Commission for approval prior to the final posting of the agenda and the packet. Commissioner Pfeffer questioned the need for six days and requested she change it to five days prior to the meeting.

 Motion: Approve the policy of receiving all agenda items and documentation 5 days prior to the meeting, **Action:** Approve, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Pfeffer.

Commissioner Fischer was worried it was too rigid and there should be an option for the Chair to approve any changes needed after the 5-day window closed.

Motion: Amended motion to approve the policy of receiving all agenda items and documentation 5 days prior to the meeting and any changes after that day should be done with Chair approval, **Action:** Approve, **Moved by** Commissioner Crunk, **None Seconded**

The Original motion stands.

The Motion and Second were withdrawn and the agenda item will be brought back at the next meeting.

21. Approval of McBride Fire EWP Agreement for Additional Funding in the amount of \$1,242,500.00

Chair Proctor explained the agreement was approved at a prior meeting, however there was an additional \$30,000 supplemental administrative fee which was added to it.

Motion: Approve the McBride Fire EWP Agreement for additional funding in the amount of \$1,242,500.00, **Action:** Approve, **Moved by** Commissioner Fischer, **Seconded by** Commissioner Pfeffer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).

Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Absent: Commissioner Serna.

23. Discussion and Approval of the 4th and Final Renewal of the Agreements Between the County of Lincoln and Ventura Plumbing, Heating and Cooling for HVAC Services and Plumbing Services

Commissioner Fischer requested some training be given to the vendor on the billing procedures as well as permits be required to be pulled when needed. Attorney Morel explained, after some research, it was determined permits were not required if the footprint of the work was not changing. Commissioner Pfeffer questioned if this was the final year of the last 4-year renewal and if they would have to go out to RFP at that point. He stated they should consider raising the contract amount in the future.

Motion: Approve the 4th and final renewal of the agreement between the County of Lincoln and Ventura Plumbing, Heating and Cooling with the change in the cap amount to \$10,000 and with the requirement that permits are obtained as required by law, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

24. Lincoln County Road Department:

a. Review and Discussion of Road Maintenance Plan

 Jeff Honeycutt, Road Superintendent, explained the progress over the prior 3 years as well as current projects which were ongoing. He explained there were \$4,000,000 worth of grants and the County match was \$370,400. Mr. Honeycutt gave a lengthy presentation on past, current and future projects.

Chair Proctor would like to have Renegade and Wilson and Co back at the next meeting for a review of the delay of the projects at the Fairgrounds.

b. Approval of Month-to-Month Contract Extension for the D6T Dozer and the CSB56 Roller

Mr. Honeycutt explained the leases expire on January 17 and January 7, 2024, respectively. He provided options for the machines going forward and recommended going on a month-to-month basis.

Commissioner Fischer questioned the month-to-month on the machines, the month-to-month on the warranty, and the additional charges. He stated longer leases were usually more favorable. Mr. Honeycutt stated he would bring it back next month with numbers for approval.

c. Discussion and Approval of Surcharge Increase in the Amount of \$4,000.00 for Mack Granite Dump Truck

Mr. Honeycutt stated he would need to review the contract and bring it back next month.

8. Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month Ending October 31, 2023
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Approval of Required 2024 Operational Resolutions:
 - i. Resolution 2024-27 Open Meetings Act
 - ii. Resolution 2024-28- Establishing 2024 Regular Commission Meetings
 - iii. Resolution 2024-29- Establishing 2024 County Official Holiday Calendar
 - iv. Approval of 2024 Committee Meeting Schedules (a) Lincoln Historic Preservation Board, (b) Lodger's Tax Committee and (c) Land & Natural Resources Committee (LANRAC)

Commissioner Crunk, on the original prevailing side of the original motion, chose to bring back item d3 for discussion again. Commissioner Crunk explained he would like to remove Juneteenth, Presidential Election Day, and Christmas break days December 26 & 27, and add Christmas Eve, Tuesday, December 24, 2024, to the Official Holiday Calendar, leaving the employees with their usual 13 paid holidays.

Motion: Adopt Resolution 2024-29 as amended, **Action:** Adopt, **Moved by** Commissioner Crunk, **Seconded by** Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

SEE EXHIBIT B: Copy of Resolution 2024-29 is attached hereto in reference thereto made a part hereof.

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26. Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); Discussion of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code During the Contract Negotiation Process, Section 10-15-1(H)(6); and Limited Personnel Matters, Including County Manager, Makayla Zonfrilli, Contract Review, Section 10-15-1, Subparagraph (H)(2)

Motion: To close the meeting for the purposes of an Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); Discussion of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code During the Contract Negotiation Process, Section 10-15-1(H)(6); and Limited Personnel Matters, Including County Manager, Makayla Zonfrilli, Contract Review, Section 10-15-1, Subparagraph (H)(2), Action:

Approve, Moved by Commissioner Crunk, Seconded by Commissioner Fischer.

Vote: Motion carried by unanimous roll call vote (summary: Yes = 5). 825

Yes: Commissioner Fischer, Commissioner Serna, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.

Chair Proctor recessed the Regular Meeting and convened the Closed Session at 4:32 PM.

New or Updated Matters since last report *

- Board of County Commissioners of Lincoln County v. Roger Romero D-1226-CV-2018-00055 Complaint for Foreclosure. Complaint was filed February 20, 2018. Defendant Roger Romero filed an Answer to the Complaint asserting a Counterclaim to be filed in the U.S. District Court on April 2, 2018. A Judicial Inquiry Hearing took place September 4, 2018. The case is still pending.
- Roger Romero v. State of New Mexico D-1226-CV-2018-00113 (Underlying Cases 2. Board of County Commissioners of Lincoln County v. Roger Romero, D-1226-CV-2018-00055, and State of N.M. v. Roger Romero M-30-MR-2016-00142) A Petition for Writ of Habeas Corpus was filed requesting that the Judgment & Sentence entered by Judge Vega in Cause No. M-30-MR-2016-00142 be vacated and set aside. George Romero's Answer to Complaint and Counterclaim was filed April 30, 2018 in Cause No. D-1226-CV-2018-00055. On February 26, 2019, an Order Setting Aside Conviction was entered by Judge Counts.

On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case No. S-1-SC-37602 On January 8, 2021, the Supreme Court entered its Dispositional Order of Transfer transferring the case to the Court of Appeals for consideration and review.

On January 28, 2021, a Dispositional Order was entered transferring the case to the NM Court of Appeals for consideration and review. Case No. A-1-CA-39446 On December 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.

3. Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271 Request for Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9. 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.

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857 858 Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al - U.S. Dist. Court Case No. 2:19-cv-00462 - Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail & Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.

- 5. <u>Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-00095</u> Compromise and Settlement Agreement and Release executed on December 17, 2015.
- 6. <u>Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574</u>
 Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for "malicious abuse of process". County Defendants were served on November 2, 2021. The case is still pending.
- 7. Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al, Cause No. D-1226-CV-2021-0260 A Notice of Appeal of Decision of Tax Protest Board was filed on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.
- 8. Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional Solutions Group, LLC, et al, Cause No. 2:21-cv-01208 A Complaint for Recovery of Damages Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is still pending.
- 9. <u>Lionel Burns v. Lincoln County Sheriff's Department; Deputy Daniel Brawley; in their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-00032</u> A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley, Esq. and Joseph J. Gribble, Esq.

On April 22, 2022 the case was removed to the U.S. District Court for the District of New Mexico, Cause No. 1:22-cv-000304. The case is still pending.

- 10. *Butch's Properties, LLC v. Vera Cruz Ranches, et al, Cause No. D-1226-CV-2022-00166

 A Complaint to Quiet Title was filed on the 18th day of August, 2022 by Attorney William Griffin. Lincoln County was served on the 26th day of August, 2022, and filed its Answer to the Complaint on the 26th day of September, 2022. On October 31, 2023, a Judgment of Quiet Title was entered by Judge John P. Sugg bringing this matter to a conclusion.
- 11. Rosarita Brady, et al v. The Board of County Commissioners of the County of Lincoln, et al, Cause No. D-1226-CV-2022-00199 A Verified Complaint was filed by Attorneys Alexandra Bobbit and McKenzie St. Denis on the 27th day of September, 2022. Lincoln County was served on the 22nd day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6th day of January, 2023. A hearing on Defendants' Motion to Dismiss took place on May 1, 2023. A ruling on the Motion to Dismiss has yet to be entered.

12. *Board of County Commissioners of Catron County, et al v. Secretary Robert E. Doucette, Jr., Cause No. D-725-CV-2023-00085. A Complaint for Declaratory Judgment was filed on June 30, 2023 requesting that GSD's Health Plan Assessments to Counties are unconstitutional and void. Petitioners filed their Motion for Summary Judgment on November 3, 2023 which has yet to be ruled upon. The case is still pending.

*Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff's Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192 A Complaint alleging improper oaths of office given to the Sheriff, Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke Ragsdale. A hearing on Defendants' Motion to Dismiss is scheduled to take place on December 15, 2023 at 3:00 p.m. The case is still pending.

14. KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. D-1226-CV-2023-00147 A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 2023 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. Lincoln County Defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. The case is still pending.

15. <u>Deer Park Valley Special Paving Assessments & Delinquencies</u>

Tort Claims Notices Received or Threatened

Ornelas, Mark – Tort Claim Notice received on January 4, 2023, alleging injuries sustained on October 11, 2022, as a result of an automobile accident / rollover of the Detention Center Transport Van owned by Lincoln County while being transported from Eddy County Detention Center to Lincoln County Detention Center.

Booth, Marcus – Tort Claim Notice received January 26, 2023, alleging injuries sustained by Claimants head due to the actions by staff of the Lincoln County Detention Center and staff's refusal to take Claimant for medical treatment.

Ramos, Heber – Tort Claim Notice received on February 17, 2023, alleging Civil Rights Violations and injuries sustained while Mr. Ramos was incarcerated at the Lincoln County Detention Center.

Smoley, Cinthia – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, she was subjected to a conspiracy of constitutional deprivations when she was unlawfully removed from her home at 105 Bluebird Lane, Ruidoso, NM. Her claims include that: she sustained injuries while being detained, she was abused during her incarceration at the Lincoln County Detention Center, she was assigned a Public Defender without her consent, and that all of her pets were immediately euthanized by the Lincoln County Humane Society the day of her arrest. Claimant has named the following agencies in her claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police,

Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Smoley, Robert – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, he was subjected to a conspiracy of constitutional deprivations when he was unlawfully removed from his sister's home at 105 Bluebird Lane, Ruidoso, NM where is resided. His claims include that he was abused during his incarceration at the Lincoln County Detention Center, he was assigned a Public Defender without his consent, and that all of his pets were immediately euthanized by the Lincoln County Humane Society the day of his arrest. Claimant has named the following agencies in his claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Provine, Allison – Tort Claim Notice received March 14, 2023, referencing the Lincoln County Sheriff's Office stating: "faulty tail light"

 Mendoza, George – Tort Claim Notice received March 20, 2023, alleging that on or about December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting in injuries and damages to Claimant.

Soden, Sue – Tort Claim Notice received March 31, 2023, alleging that on or about March 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical Center and/ or its agents fell below the standard of care resulting injuries and damages to Claimant.

Vargas, Luis A. – Tort Claim Notice received June 7, 2023, alleging personal injuries sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for liability in connection with this loss.

 Sambrano, Patrick – Tort Claim Notice and Intent to Sue received August 4, 2023, alleging violation of Claimant's 5th and 6th Amendments of the U.S. Constitution, violations of Article II, Section 10, 13, 14, and 18 of the NM Constitution, false reporting, and indifference to the impact and consequences of Claimant's arrest based on false pretenses, and detained for 72 days before his arraignment.

Wall, Ronald Gordon – Tort Claim Notice received September 28, 2023 alleging that Lincoln County Medical Center, by and through its employees, acted under the standard of care resulting in Mr. Wall's death on July 9, 2023.

<u>2022</u>

 Schwartz, Neil – Tort Claim Notice received on February 10, 2022 alleging malicious and/or tortious actions and/or omissions by the State of New Mexico, the Lincoln County Sheriff's Department, the New Mexico State Police, and the Twelfth Judicial District Attorney's Office resulting in damages to Claimant including, but not limited to, infliction of mental pain and suffering, injuries to Claimant's reputation, and current and future loss of earnings.

Downs, Barbara – Tort Claim Notice received May 6, 2022 alleging improper road and/or waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of

Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2nd Tort Claim Notice was received on May 9, 2022 for a separate source with the same allegations as those set out in the May 6, 2022 notice.

McMinn, David – Tort Claim Notice received on July 6, 2022, alleging multiple, serious issues due to the use of excessive force by BIA law enforcement who may have been agents of or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M. State Police and the State of New Mexico.

 New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted – Tort Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act, including a demand to cease and desist and the return of promotional materials confiscated by County representatives at the Lincoln County Fair.

 Estates of Wesley Clark and Linda Clark – Tort Claim Notice received on October 11, 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning systems.

Chair Proctor adjourned the Closed Session and reconvened the Regular Meeting at 4:56 PM.

Commissioner Fischer attested matters discussed in the closed meeting were limited to those specified in the motion for closure or in the notice of separate closed meeting and no action was taken.

- **Motion:** Authorize Council to file a quitclaim deed regarding the New Horizon Properties including an acknowledgement of reverter as part of the quitclaim, with authorization for Council and the County Manager to sign, **Action:** Approve, **Moved by** Commissioner Pfeffer, **Seconded by** Commissioner Crunk.
- **Vote:** Motion passed (**summary:** Yes = 4, No = 0, Abstain = 1).
- 1041 Yes: Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.
 - Absent: Commissioner Serna.

28. Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances

Chair Proctor stated there was nothing to schedule at this time.

29. Next meeting:

a. December 19, 2023, Regular Commission Meeting

30. Adjourn

- **Motion:** Adjourn, **Action:** Adjourn, **Moved by** Commissioner Crunk, **Seconded by** 1055 Commissioner Pfeffer.
- **Vote:** Motion carried by unanimous roll call vote (**summary:** Yes = 4).
- **Yes:** Commissioner Fischer, Commissioner Pfeffer, Commissioner Crunk, Chair Proctor.
- **Absent:** Commissioner Serna.

There being no further business to come before the Board of County Commissioners, Chair Proctor adjourned the meeting at 4:59 PM.

1063 Respectfully submitted by, 1064 Shannan Hemphill 1065 Lincoln County Clerk





PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 7

SUBJECT:

Approval of Consent Agenda

- a. Payroll/Accounts Payable/Budget/ Expenditures
- b. Treasurer's Financial Report for the Month ending November 30, 2023
- c. Approval or Disapproval of Safety Net Care Pool & Indigent Health Care Claims
- d. Approval of Revised Land and Natural Resources Advisory Committee (LANRAC) 2024 Operational Schedule
- e. Approval of Resolution 2024-30 Disposition of Surplus Inventory
- f. Approval of Agreement Between Curry County and Lincoln County to House Inmates at the Lincoln County Detention Center
- g. Approval of Agreement Between Quay County and Lincoln County to House Inmates at the Lincoln County Detention Center
- h. Approval of Annual Renewal of J-Mar's Preventative Maintenance Agreement for Planning Plotter/Copier/Scanner
- i. Approval of ENDWI and STEP Grant Agreement for FY 2024 Between the NM Department of Transportation Traffic Safety Division and the County of Lincoln



County of Lincoln

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BOARD OF COMMISSIONERS

ACCOUNTS PAYABLE and PAYROLL

The following claims or bills on file with the office of the Lincoln County Manager were examined and approved as paid with checks hereof drawn upon the various County funds according to the check register covering the period from November 1, 2023 through November 30, 2023 in the amount of \$3,296,794.43.

NOW, **THEREFORE**, the above bills are hereby approved.

ADOPTED, PASSED AND SIGNED the 19th of December, 2023.

Todd F. Proctor, Chairman Dist. 1 Mark G. Fischer, Member Dist. 5 Pierre S. Pfeffer, Member Dist. 4 Samantha J. Serna, Member Dist. 2 ATTEST: Shannan Hemphill, County Clerk



Country of Lincoln

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AGENDA ITEM NO. 7c

December 11, 2023

MEMORANDUM

TO: County Commissioners

FROM: Scott Annala, Healthcare Assistance Program Manager

SUBJECT: Safety Net Care Pool & Indigent Health Care Claims

Purpose: To obtain the approval from the IHC Board of Safety Net Care Pool Authorizations, and the

Indigent Health Care (IHC) Payments.

Discussion:

Safety Net Care Pool Authorizations: This month our coordinator processed seven (7) claims, all of which are recommended for approval. If approved, the total recommended authorization this month is \$20,821.57.

Indigent Health Care Claims: This month our coordinator processed three (3) claims. One (1) is recommended for approval and two (2) are recommended for disapproval. If approved, the total expenditure will be \$75.73. Enclosed is a year-to-date summary of claims processed. Also enclosed is a summary of total claims approved and denied, for the month of December.

Manager's Analysis – For the last two years, the average Indigent Health Care monthly payments were \$2,288 and \$509.81 respectively. The FY 22-23 year-end total was \$6,117.75. To date, the total expenditure is \$11,639.03 or an average of \$1,939.84. At this pace we will spend a total of \$23,278.06, for the year on the indigent claim line item.

Similarly, for the last two fiscal years, the total Commission-approved Safety Net Care Pool Claims were \$49,213.39 and \$42,943.06 respectively. The FY 22-23 monthly average was \$3,578.59. To date, the total authorization is \$50,740.55.

Special Note –Two claims in this report are from dates of service in FY 22-23 (Last year).

Recommendation: Approve the claims as indicated for the Safety Net Care Pool report and the Indigent Health Care Program report.

Approved:	
	Todd Proctor

SCP / SAFETY NET CARE POOL CLAIMS FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR			\$29,918.98
ADJUSTMENTS			
TOTAL ADJUSTMENTS:	\$0.00		\$0.00
DECEMBER # CLAIMS FOR AI # CLAIMS FOR DENIAL DECEMBER # TOTAL CLAIMS		7 0 7	
DECEMBER TOTAL \$ AMOUN	T APPROVED		\$20,821.57
TOTAL # CLAIMS THIS FY APP TOTAL # CLAIMS THIS FY DEN TOTAL # CLAIMS FY 2023 - 202	IIED	41 6 47	

\$50,740.55

TOTAL APPROVED THIS FISCAL YEAR

FACILITY: LINCOL	N COUNTY MEDICAL CENTE	R 12/19/2023	THROUGH	12/19/2023
HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID	
23251	10/27/2023	225.00	173.25	077%
23252 23253	11/24/2023 11/20/2023	1742.00 17472.00 1		077% 077%
23254	11/25/2023	822.00	632.94	077%
23255 23256	09/21/2023 11/13/2023	60.00 906.00		077% 077%
23257	11/05/2023	5814.00		077%
		2	0821 57	

APPROVED- 7 REJECTED-

INDIGENT HEALTH CARE CLAIMS FISCAL YEAR 2023 - 2024

PREVIOUS AMOUNT APPROVED THIS FISCAL YEAR

\$11,563.30

ADJUSTMENTS

TOTAL ADJUSTMENTS:

DECEMBER # CLAIMS FOR APPROVAL # CLAIMS FOR DENIAL DECEMBER # TOTAL CLAIMS	1 2 3	
DECEMBER TOTAL \$ AMOUNT APPROVED		\$75.73
TOTAL # CLAIMS THIS FY APPROVED TOTAL # CLAIMS THIS FY DENIED TOTAL # CLAIMS FY 2023 - 2024	5 9 14	

CURRENT TOTAL APPROVED THIS FISCAL YEAR

\$11,639.03

*Assuming the above is approved

FACILITY: GERALD CHAMP	ION REGIONAL MED	CTR 12/19/2023	THROUGH 12/19/2023
HC CLAIM #	DATE OF SERVICE	AMT DUE	PAID
23260 23258 PATIENT'S BILL IS BELOW 23259 PATIENT'S BILL IS BELOW	02/21/2023	98.35 1.60 16.98	75.73 077% 000% 000%
			75.73

APPROVED- 1 REJECTED- 2

YTD

INDIGENT FUND MEETING

DECEMBER 19,2023

TOTAL APPLICATIONS TOTAL APPROVED TOTAL DENIED	61 46 15	62,379.58
ALBUQUERQUE ANESTHESIA ASSOCIATES OF NM APPROVED- DENIED-	1	66.75
ALAMOGORDO GERALD CHAMPION REGIONAL MED CTR APPROVED- DENIED-	4 2	11,572.28
RUIDOSO LC AMBULANCE-PRES HEALTH SVCS APPROVED- DENIED-	5	
RUIDOSO LINCOLN COUNTY MEDICAL CENTER APPROVED- DENIED-	41 6	50,740.55
ALBUQUERQUE PRESBYTERIAN HOSPITAL APPROVED- DENIED-	2	

INDIGENT FUND MEETING

DECEMBER 19,2023

TOTAL APPLICATIONS TOTAL APPROVED TOTAL DENIED	10 8 2	20,897.30
ALAMOGORDO GERALD CHAMPION REGIONAL MED CTR APPROVED- DENIED-	1 2	75.73
RUIDOSO LINCOLN COUNTY MEDICAL CENTER APPROVED- DENIED-	7	20,821.57

County of Lincoln

300 Central Avenue P.O. Box 711 Carrizozo, NM 88301 (575) 648-2385

December 6, 2023

NOTICE OF PUBLIC MEETINGS

NOTICE is hereby given that the **Land of Natural Resources Advisory Committee** will hold its regularly scheduled meetings at the Lincoln County Courthouse (Commission Chambers) in Carrizozo, New Mexico, and by ZOOM, at 9:00 a.m., on the following dates:

Wednesday, January 10, 2024
Wednesday, February 14,2024
Wednesday, March 13, 2024
Wednesday, April 10, 2024
Wednesday, April 10, 2024
Wednesday, May 8, 2024
Wednesday, November 13, 2024
Wednesday, June 12, 2024
Wednesday, December 11, 2024

A proposed Agenda will be available at least seventy-two (72) hours before the meeting from the County Manager's Office, Lincoln County Administration Building, Carrizozo, New Mexico and on the Official Lincoln County website.

Changes affecting the date and/or location of a regular scheduled meeting will be mailed to newspapers of general circulation in Lincoln County and notices will be posted on the official bulletin board in the Lincoln County Administration Building, 300 Central Avenue, Carrizozo.

Special meetings of the Land and Natural Resources Advisory Committee may be called by the Chairman or a majority of the member upon three (3) days' notice. For the purpose of special meetings, notice requirements will be met by posting notices on the official bulletin board in the Lincoln County Administration Building and notifying the news media.

If you are an individual with a disability who is in need of an auxiliary aid or service, please contact (575) 648-2385 at least 48 hours in advance of the meeting.

BRIANNA VENTURA ADMINISTRATIVE ASSISTANT/ HUMAN RESOURCES DIRECTOR



County of Lincoln

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AGENDA NO. 7e

December 5, 2023

MEMORANDUM

TO: County Commissioners

FROM: Makayla Zonfrilli, Lincoln County Manager

SUBJECT: Resolution 2024-30: Disposition of County Inventory and Capital Assets.

<u>PURPOSE:</u> To obtain approval to dispose of surplus or obsolete assets by whichever means are applicable, including sale on public auction; transfer; destruction; or e-cycle by Resolution 2024-30.

<u>DISCUSSION:</u> Approval is sought to dispose of surplus, obsolete or damages County assets by whichever means are applicable, including sale on public auction; transfer; destruction; or e-cycle. Please see the attachments:

Exhibit 1 - Capital Assets that meet reporting criteria to DFA;

Exhibit 2 – Detail of Non-Capital Assets, County inventory, pursuant to §12-6-10 NMSA 1978;

Recommendation: Approve the listed property for disposition and reporting to the State Auditor and request approval from Department of Finance and Administration (DFA) to dispose of property by Resolution 2024-30.

RESOLUTION NO. 2024-30

APPROVAL OF DISPOSITION OF SURPLUS INVENTORY

WHERESAS, the Lincoln County Board of Commissioners meeting in regular session on December 19, 2023, has reviewed the listed surplus inventory that is recommended for disposal by whichever means are applicable to the item(s) including as sale; transfer; destruction; or ecycle; and items to be removed from inventory due to loss; damage or theft.

WHEREAS, none of the items listed are expected to be valued at or sell for over \$5,000.

WHEREAS, the computer hard drives will be cleaned and/or removed and destroyed prior to sale, radios will be destroyed and

WHEREAS, all identifying graphics will be removed from all vehicles prior to sale.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Lincoln, approves the listed obsolete inventory be disposed of by proper means of disposal, pursuant to §12-6-10 and §13-6-1, NMSA 1978.

EXHIBITS:

Exhibit 1 - Capital Assets that meet reporting criteria to DFA;

Exhibit 2 – Detail of County Personal Property inventory, pursuant to §12-6-10 NMSA 1978;

PASSED, APPROVED AND ADOPTED this 19th day of December, 2023.

BOARD OF COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO

Todd F. Proctor, Chairman	Jon F. Crunk, Vice-Chairman
Mark G. Fischer, Member	Pierre S. Pfeffer, Member
Samantha J. Serna, Member	Attest:
	Shannan Hemphill, County Clerk

REQUEST FOR DISPOSITION COUNTY OF LINCOLN - CAPITAL ASSETS RESOLUTION 2024-30

RESO	LUTION 2024-30		14							
LC INV#	DESCRIPTION/ MAKE	MODEL	SERIAL #	DEPT.	ORIGINATING GL	IN SERVICE DATE	PURCHASE PRICE	BOOK VALUE	I DEVEUN EUD DIEBUEVI	Mileage
8705094	1916 La Francce Firetruck	American La France	1941	Lincoln VFD	502-73-2708	6/30/2001	\$30,000.00	\$0.00	Donating to Santa Fe County. In bad shape will cost to much to fix	
8708845	Caterpilar Blade	140M	N9D00942	Road Dept.	402-40-2900	12/21/2021	\$34,533.46	\$0.00	Leased Cat Blade from Cat Financial. Lease agreement expired will replace with new lease blade	
8708846	Caterpilar Blade	140M	N9D00899	Road Dept.	402-40-2900	12/21/2021	\$34,533.46	\$0.00	Leased Cat Blade from Cat Financial. Lease agreement expired will replace with new lease blade	
8708847	Caterpilar Blade	140M	N9D00918	Road Dept.	402-40-2900	12/21/2021	\$34,533.46	\$0.00	Leased Cat Blade from Cat Financial. Lease agreement expired will replace with new lease blade	
8708848	Caterpilar Blade	140M	N9D00839	Road Dept.	402-40-2900	12/21/2021	\$34,533.46	\$0.00	Leased Cat Blade from Cat Financial. Lease agreement expired will replace with new lease blade	
8401610	1995 Water Tank	N/A	N/A	Road Dept.	402-40-2921	6/30/1995	\$14,650.00	\$0.00	Tank is rusted and has numerous leaks. Not able to repair due to the damage from years of use.	
8706100	Bariatric Stretcher	6083 MX Pro	70439920	Corrections	500-20-2921	4/17/2013	\$5,589.76	\$0.00	Stretcher does not work.	
8708842	Caterpillar Blade	140M	N9D00942	Road Dept.	402-40-2900	12/21/2021	\$34,533.46	\$0.00	Leased Cat Blade from Cat Financial. Lease agreement expired will replace with new lease blade	
8703018	Hydraulic Truck Conveyor	HTC1200	EA07412104	Road Dept.	402-40-2921	10/17/2001	\$5,861.75	\$0.00	No longer works and outdated.	
8704690	2009 Dodge	Grand Caravan	1D8HN44E59B503110	Senior Citizens	420-28-2977	4/24/2009	\$24,628.00	\$0.00	Mechanical issue and not feasible to repair. Also it is being replace with new vehicle	87,881
8704691	2009 Dodge	Grand Caravan	1D8HN44EX9B503118	Senior Citizens	420-28-2977	4/24/2009	\$24,628.00	\$0.00	Will not start and being replace with new vehicle	77,969
8703841	2005 Dodge	Caravan	1D4GP24R65B224242	Senior Citizens	530-76-2925	12/10/2004	\$21,049.00	\$0.00	Has mechanical issues and is being replace with new vehicle	30,403
8705251	2010 Ford	Escape	1FMCU9DG5AKC59288	Senior Citizens	499-68-2912	4/30/2010	\$18,978.00	\$0.00	Needs major mechanical work and does not run will be replacing it with new vehicle	110,018

REQUEST FOR DISPOSITION COUNTY OF LINCOLN INVENTORY-PERSONAL PROPERTY RESOLUTION 2024-30

LC INV	DESCRIPTION/					THE CEDITION	
#	MAKE	MODEL	SERIAL#	DEPT.	GL#	IN SERVICE DATE	REASON FOR DISPOSAL
8709147	Dell 3420 Laptop	Latitude 3420	4J0WMD3	Data Processing	401-04-2921	1/17/2023	Broken systems md was unable to fix.
8708637	Dell Laptop	Latitude 5510	32759406975	Manager's Dept.	401-04-2103	1/14/2021	Broken systems MD was unable to fix.
8703617	Gateway Computer	E-4100	31921153	County Treasurer	401-04-2901	8/28/2003	Systems MD not able to fix. Computer is outdated
8706285	Dell Computer	Optiplex 3010	8L2Z9211868905350 1	County Clerk	401-04-2901	12/13/2013	Systems MD not able to fix. Computer is outdated
8706814	Dell Computer	Optiplex 3020	3G4JS22	County Treasurer	401-04-2901	3/24/2015	Systems MD not able to fix. Computer is outdated
8705985	HP Computer	H9-1150	MXX215050W	Manager's Dept.	401-04-2901	10/4/2012	Systems MD not able to fix. Computer is outdated
8706807	Dell Desktop Computer	Optiplex 3020	D77f432	County Assessor	401-04-2901	3/24/2015	Systems MD not able to fix. Computer is outdated
8703396	Gateway Notebook	600S	29748175	LCOES	401-02-2560	3/5/2003	No longer works and outdated. Not feasible to repair.
8704500	Designjet Printer	MP100	NY7A0G802D	LCOES	999-99-9999	5/14/2008	No longer needed and not feasible to repair.
8705785	Emerson Monitor	19"	ME1A1139151159	LCOES	401-08-2103	11/22/2011	Broken no longer works
8705331	Powershredder	Fellowes	P567CS	LCOES	424-69-2920	6/22/2010	Broken no longer works
8706013	Brother Fax Copier	4100E	U61639E2J373041	LCOES	401-19-2103	11/1/2012	No longer works and outdated. Not feasible to repair.
8706950	Kenwood Portable Radio	TK2180K	B540057	Road Dept.	402-40-2181	7/15/2015	No longer works and outdated. Not feasible to repair.
8707405	Kenwood Portable Radio	TK7360	B6410450	Road Dept.	402-40-2181	9/20/2016	No longer works and outdated. Not feasible to repair.
8707400	Kenwood Portable Radio	TK7360	B5400233	Road Dept.	402-40-2181	9/20/2016	No longer works and outdated. Not feasible to repair.
8704285	Motorola Portable Radio	CDM1250	103THJ1129	Road Dept.	402-40-2132	7/24/2007	No longer works and outdated. Not feasible to repair.
8706041	Kenwood Portable Radio	TK7360	B2C00303	Road Dept.	402-40-2975	1/16/2013	No longer works and outdated. Not feasible to repair.
8707399	Kenwood Portable Radio	TK7360	B6410446	Road Dept.	402-40-2181	9/20/2016	No longer works and outdated. Not feasible to repair.
8706037	Kenwood Portable Radio	TK7360	B2C00294	Road Dept.	402-40-2975	1/16/2013	No longer works and outdated. Not feasible to repair.
8704284	Motorola Portable Radio	CDM1250	103THJ1126	Road Dept.	402-40-2132	7/24/2007	No longer works and outdated. Not feasible to repair.

REQUEST FOR DISPOSITION COUNTY OF LINCOLN INVENTORY-PERSONAL PROPERTY RESOLUTION 2024-30

8705339	U-Shaped Desk w Pedestal	REN-L7135U	N/A	LCOES	424-69-2920	6/22/2010	Rough shape and not repairable
8705340	U-Shaped Desk w Pedestal	REN-L7135U	N/A	LCOES	424-69-2920	6/22/2010	Rough shape and not repairable
8708395	Dell Laptop	Latitude 5501	56L0M13	Manager's Dept.	401-04-2921	2/26/2020	Broken unable to repair
8703774	Brown Swivel Chair	Duval	N/A	County Treasurer	401-21-2909	8/24/2004	Broken

Why is a J-Mar Preventative Maintenance Agreement Right For Me?

Why should I have my machine looked at by a J-Mar technician on a scheduled basis?

Having your large format printer or scanner routinely checked can help prevent unforeseen problems in the future. For instance, if your machine is maintained regularly by a J-Mar technician, the chances of your machine breaking down are decreased significantly. These routine checkups include cleanings, lubrications, and adjustments that may be required on your machine. These will also help keep your machine running at its highest level for all your work.

<u>J-Mar's Preventative</u> Maintenance Agreement

The J-Mar Preventative Maintenance Agreement takes all the unpleasant surprises out of product servicing. All personnel are continuously trained on current techniques to insure quality performance and maximum "uptime" for your equipment. When we perform our regularly scheduled inspections you are provided worn parts replacement, periodic updating for your operator and emergency service coverage during normal working hours. Labor and parts cost are all taken care of. In other words, you know exactly what your annual service cost will be, so you can work within your own budget. By putting your machine on a J-Mar Preventative Maintenance Agreement, we can help you control your service cost and save money.

Our Preventative Maintenance Agreements are available for all HP Designjet printers and scanners, Océ Wide Format printers and scanners, and Contex Large Format Scanners.

What are the cost benefits of having a Preventative Maintenance Agreement?

When your large format printer or scanner is under a J-Mar Preventative Maintenance Agreement, your coverage is comprehensive. J-Mar will cover all travel charges for all calls, all labor costs, the cost of any parts due to normal wear, and any troubleshooting that your machine requires. For a customer's machine that is not under Preventative Maintenance Agreement, they incur these costs each time a service call is placed; these costs can become more than the cost of a Preventative Maintenance Agreement. That is why we try to inform our customers of the advantages of our coverage, and help lower the maintenance costs of their large format printer or scanner.

How can a Preventative
Maintenance Agreement keep
my machine running at a highly
productive rate?

J-Mar's Preventative Maintenance Agreement helps keep your large format printer or scanner running at its highest potential. Our factory trained technicians are kept up to date with the latest firmware and hardware updates to make sure that your machine has the latest available components to keep your machine running properly. By having annual or semiannual preventative maintenance on your machine, J-Mar helps you avoid downtime, unnecessary, and sometimes costly, repairs that could set your production back. This helps insure that you have the necessary tools whenever you are trying to make a tight deadline.



Albuquerque Office 8505 Paseo Alameda Albuquerque, NM 87113 Phone (505) 884-1978 Fax (505) 884-2475 El Paso Office 1141 Larry Mahan Dr. Ste. I El Paso, TX 79925 Phone (915) 592-3933 Fax (915) 592-2592



J-MAR & ASSOCIATES, INC.

P.O. Box 21941, Albuquerque, NM 87154

Effective Date: <u>December 11, 2023</u> Annual Renewal Date: <u>December 10, 2024</u>

Maintenance Agreement Form

By signing below, the customer agrees to purchase and J-MAR agrees to furnish at the installation location, maintenance service in accordance with the terms and conditions set forth on the front and reverse sides hereof. All equipment not under J-MAR warranty at the time of acceptance of this agreement is subject to inspection and approval by J-MAR prior to inclusion under this agreement. Any repairs required to return such equipment to proper operation shall be invoiced to and paid by the customer at the current J-MAR non-contract service rates.

PLEASE CHI	ECK THE APPROPRI	ATE TYP	E OF AGREEM	ENT:						
Include labor serve	al Maintenance Agreem des all unscheduled emer to replace these parts. *1 rs and/or workstations. D ner agreements.	gency servi Does not in	ce calls required, re clude maintaining c	ustomer's software	e, hardware, network	issues, drivers, STF des	stinations, etc. that a	re installed on		
Inclue not in	l Preventative Maintena des one annual scheduled aclude maintaining custor des cleaning, lubrication,	inspection, ner's softwa	unscheduled emer	ork issues, drivers,	STF destinations, e	tc. that are installed on s	ervers and/or works	tations.		
Inclu replac drivei If app *No J-Ma	Includes regularly scheduled inspections, unscheduled emergency calls, replacement of parts due to normal wear (including photoconductor), travel, and labor to replace these parts. Includes cleaning, lubrication, and adjustments as required. *Does not include maintaining customer's software, hardware, network issues, drivers, STF destinations, etc. that are installed on servers and/or workstations. If applicable, additional square or linear foot usage beyond the applicable usage factor will be billed at the square or linear foot charge specified in the table below. *Note: The Glass, White Platen and Lamps are not included in HP and Contex Scanner agreements.									
requin J-Ma Exten of pai	rmal wear (with the excepted. *Note: The Glass, Wer 3-Year Advanced Super and Warranty to three year the due to normal wear (in timents as required. *Not	hite Platen port Pack rs from date cluding ma	and Lamps are not e of installation. Inc intenance kit on ap	eludes one annual s	d Contex Scanner ag cheduled inspection, travel, and labor to	unscheduled emergency replace these parts. Incl	y calls, replacement udes cleaning, lubri	•		
Model No.	Serial No.	Travel Zone	Inspection Frequency	Usage Factor Square Feet Per Year	Billing Frequency	Maintenance Charge	Additional Charge per Square Foot	Beginning Meter Reading		
HP T2600ps MFP	dr CN03A5H029	5	Annually	N/A	Annually	\$2,008.00 Per Year	N/A	N/A		
CUSTOMER -	- Machine Installation Lo	ocation:			Bill To:			*Plus Applicable Taxes		
Company Name	Lincoln County	<u>Planning</u>	Department		Company Name:	County of Lincoln				
Address:	105 Kansas City	Road			Address:	Purchasing Office				
	Ruidoso, NM 8	88345				PO Box 711				
						Carrizozo, NM 8	38301			
Ву:	Signature	P	rint Name		Phone No:		Room No:			
J-MAR & ASSOO P.O. Box 21941 Albuquerque, NM										
Accepted By:	Leticia Torres				Technical Represe	entative:				
Title:	Customer Account	Speciali	st							
Date:	October 23, 2023									

J-MAR & ASSOCIATES, INC.

WIDE FORMAT PRINTERS • SCANNERS • PLOTTERS • SERVICE • SUPPLIES P.O. Box 21941 Albuquerque, NM 87154 (505) 884-1978 Fax (505) 884-2475

QUOTATION

No. 23865

LINCOLN COUNTY
PLANNING DEPARTMENT
105 KANSAS CITY ROAD
RUIDOSO, NM 88345

ATTENTION: GARY STOUT

Date 10/23/2023

We are pleased to submit the following quotation for your consideration:

APMA-1

ANNUAL PREVENTATIVE MAINTENANCE AGREEMENT FOR YOUR HEWLETT PACKARD DESIGNJET MODEL T2600ps 36" MULTIFUNCTION INKJET PLOTTER COPIER AND SCANNER, S/N CN03J5H029.

\$2,008.00

THIS AGREEMENT INCLUDES:

- ONE (1) PREVENTATIVE MAINTENANCE CALL PER YEAR
- CLEANING, LUBRICATION, AND ADJUSTMENTS AS REQUIRED
- ALL EMERGENCY CALLS
- ALL TRAVEL AND LABOR EXPENSE FOR ALL CALLS, SCHEDULED OR EMERGENCY
- ALL PARTS DUE TO NORMAL WEAR
- MAINTENANCE KIT (IF REQUIRED)
- FIRMWARE AND HP RELATED SOFTWARE SUPPORT

THE ABOVE CONTRACT WILL BE EFFECTIVE FOR ONE YEAR:
DECEMBER 11, 2023 THROUGH DECEMBER 10, 2024

PLUS APPLICABLE TAXES

Delivery F.O.B. Terms ACCEPTANCE AS REQUIRED N/A NET 30 DAYS 30 DAYS

Respectfully, J-MAR & ASSOCIATES, INC.



MEMORANDUM

Date: November 2, 2023

To: Ricky Serna, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division

From: Amber Montoya, Staff Manager Moultoya

Subject: Letter of Justification for Grant Agreement between the New Mexico

Department of Transportation Traffic Safety Division and County of Lincoln.

1. TSD Program Manager Amber Montoya, Phone # 505-231-5556, will oversee the project(s).

- 2. The Consolidated Agreement provides funding to Lincoln County Sheriff's Department to conduct the following project(s) and activities as shown below.
 - ENDWI \$2,050.00 (Fed 164)

The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.

STEP – \$4,500.00 (State Road Fund)

Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

- 3. The agreement will be effective from date of last signature to 9/30/2024.
- 4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
- 5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval Commissioner, Vice-Chairman District 1

Gary Tonjes Commissioner District 2

Hilma E. Chynoweth Commissioner District 3

Walter G. Adams Commissioner, Chairman District 4

Thomas C. Taylor Commissioner District 5

Charles Lundstrom
Commissioner, Secretary
District 6



November 2, 2023

Chief Deputy Rex Beard Lincoln County Sheriff's Department 300 Central Avenue Carrizozo, NM 88301

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2024 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project	Funding Source	CFDA#	FAIN	Award	Amount
Number				Date	
04-AL-64-052	BIL 164 Transfer	20.608	69A37523300001640NMA	11/30/2022	\$2,050.00
	Funds				
04-PT-RF-052	State Road Fund				\$4,500.00

2 CFR Subpart F 200.500-521

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) Single audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with \$200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in \$200.503.

Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval Commissioner, Vice-Chairman District 1

Gary Tonjes Commissioner District 2

Hilma E. Chynoweth Commissioner District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor Commissioner District 5

Charles Lundstrom Commissioner, Secretary District 6



Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$750,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Small Agency (Populations below 50,000) - 1 DWI in 36 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,



Jeff Barela, Director Traffic Safety Division

Enclosure

CONTRACT NUMBER: UNIQUE ENTITY IDENTIFIER: GDXUACW18VJ7
SUPPLIER: 0000054389

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and County of Lincoln (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

- **1. Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (ENDWI), Project No. 04-AL-64-052, \$2,050.00;
 - b. Selective Traffic Enforcement Program (STEP), Project No. 04-PT-RF-052, \$4,500.00;
 - c. Total Funding awarded per this Agreement \$6,550.00.
- **2. Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** ENDWI; **Exhibit C** STEP.
- 3. Payment. To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
- 4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

- **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
- **Grantee thirty (30)** calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.
- **7. Appropriations.** The Grantee acknowledges that:
 - a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
 - b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
 - c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.
- **8. Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:
 - a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
 - b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
 - c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
 - d. 2 C.F.R. 200, Subpart F Audit Requirements, Sections 200.500 200.521; and
 - e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."
- **9. Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at: New Mexico Dept. of Transportation Attn: Traffic Safety Division P.O. Box 1149 Santa Fe, NM 87504 to the Grantee at: Lincoln County Sheriff's Department Attn: Chief Deputy Rex Beard 300 Central Avenue Carrizozo, NM 88301

- **10. Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
- 11. 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 the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et seq., as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.
- **12. Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
- **13. Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates at 11:59 p.m. on September 30, 2024, unless earlier terminated as provided in Section 6 or Section 7.
- **14. Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
- **15. Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
- **16. No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the parties.
- 17. Scope of Agreement and Merger. This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.
- **18. Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

19. Amendment. No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Ву:		Date:		
·	Cabinet Secretary or Designee			
COUN	NTY OF LINCOLN			
Ву:		Date:		_
Title:				
Appro	oved as to form and legal sufficiency.			
Ву:	Assistant General Counsel Department of Transportation	Date:	11/9/2023	-
Appro	oved as to form and legal sufficiency.			

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 04-AL-64-052

- 1. Scope of Work. The Grantee shall conduct and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany and DDEPs with public information, media and educational activities. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
- **2. Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 17, 2023 to January 1, 2024.

"St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2024.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2024.

"National Occupant Protection Mobilization Click It Or Ticket Period" means May 20 to June 2, 2024.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2024.

"National DWI Mobilization Period" means August 16 to September 2, 2024.

Training and Qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
- c. overtime costs for officers or authorized personnel to support activities directly related to the SCs and/or DDEPs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
- d. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
- e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
- **Section Reporting.** The Grantee must submit activity reports by the 20th of each month using the activity report form provided. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
- **6. Funding.** The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,050.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,050.00

- 7. Goals. Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.
- **8. Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and SUMMER ENFORCEMENT PERIOD Project Number: 04-PT-RF-052

- 1. Scope of Work. The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and contained in the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2024 through September 21, 2024.
- **2. Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. Training and Qualifications. The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement.

The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2024 on a form approved by the Department. If the final claim is submitted after October 31, 2024, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
- b. training for officers as approved by the Department. Pay for travel and traffic safety related training
- c. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.
- **Seporting.** The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.
- **Funding STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$4,500.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$4,500.00

7. Goals.

- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
- b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The

- State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.
- c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 138.5 occupant fatalities, with reductions each year through 2026.
- d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
- e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.
- f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.
- g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.
- h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.
- i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.
- j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.
- **8. Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State:	NEW MEXICO	Fiscal Year:	2024

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, <u>Public Law 109-59</u>, as amended by Sec. 25024, <u>Public Law 117-58</u>;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- <u>2 CFR part 200</u>—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- <u>2 CFR part 1201</u>—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - o Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- <u>49 CFR part 21</u> (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- <u>28 CFR 50.3</u> (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the

Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- <u>Executive Order 13166</u>, Improving Access to Services for Persons with Limited English Proficiency (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- <u>Executive Order 13985</u>, Advancing Racial Equity and Support for Underserved Communities through the Federal Government (advancing equity across the Federal Government); and
- Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

- 1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
 - 2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- 3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
- 4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
- 5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
- 6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
- 7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- 8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.
- 9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
- 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;

- 1. Any available drug counseling, rehabilitation, and employee assistance programs;
- 2. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
- 3. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (<u>5 U.S.C. 1501-1508</u>), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

- 1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of <u>2</u> <u>CFR parts 180</u> and <u>1200</u>.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

- 1. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 2. The terms **covered transaction**, **civil judgment**, **debarment**, **suspension**, **ineligible**, **participant**, **person**, **principal**, **and voluntarily excluded**, as used in this clause, are defined in <u>2 CFR parts 180</u> and <u>1200</u>. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 3. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 4. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- 5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website

(https://www.sam.gov/).

- 6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 7. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

- 1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of <u>2</u> CFR parts 180 and <u>1200</u>.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms **covered transaction**, **civil judgment**, **debarment**, **suspension**, **ineligible**, **participant**, **person**, **principal**, **and voluntarily excluded**, as used in this clause, are defined in <u>2 CFR parts 180</u> and <u>1200</u>. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- 1. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 2. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with <u>2 CFR parts 180</u> and <u>1200</u>.
- 3. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website

(https://www.sam.gov/).

- 4. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 5. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States) GENERAL

REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

- 1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
- 2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in

organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

- 1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
- 2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
- 3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

<u>PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE</u> (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

- 1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under <u>23 U.S.C. 402</u> is accurate and complete.
- 2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
- 3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
 - 4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
 - 5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
 - 6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

- Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to
 - o Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - o Increase use of seat belts by occupants of motor vehicles;
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
- An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
- 7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
- 8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

DocuSigned by:	
Ricky Suna	7/31/2023
ignature Governor's Representative for Highway Safety	Date
Ricky Serna	

New Mexico Traffic Safety Division Project Information Sheet

Contra	ct Number:									
Goverr	nment Unit:	COUNT	COUNTY OF LINCOLN							
Conti	ract term:	(- 09	/30/2024)						
Supplie	er Number:	000005	4389		Address I	D:				
			Grantee	Contact Inf	·o					
Pr	oject Director a	nd Title:		eputy Rex Be						
Phone:			E-mail:		ıcolncountyr	ım.gov				
	Agency Name	: Lincol	n County S	heriff's Depa	artment					
	Address	: 300 C	entral Aver	nue						
	City, State ZIP	: Carriz	ozo, NM 8	8301						
			TSD C	ontact Info						
Prog	gram Manager:	Amber I	Montoya		Phone:	505-231	L-5556			
	TSD Finance:	Stephar	ephanie Lopez-Porras Ph			ne: 505-570-7305				
			Budget	Breakdowr	1					
Funding	Project Numb	er A	Amount	Fund	Departmen	nt Code	PO Number			
ENDWI	04-AL-64-052	2 \$2	2,050.00	10010	5000000	0000				
BKLUP			\$0.00	20100	5100000	0000				
STEP	04-PT-RF-052	2 \$4	4,500.00	20100	5100000	0000				
	To	tal \$0	6,550.00							
PO Entered by TSD Finance:						Date:				
PO Appro	ved by Contract	s:				Date:				
Comment	S									

Certificate Of Completion

Envelope Id: 5FFCC38788DE419C9BC7116209E835AC

Subject: Lincoln County SO FY 24

Source Envelope:

Document Pages: 29 Signatures: 4 Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator: Amber Montoya

Status: Sent

1120 Cerrillos Rd. Santa Fe, NM 87505

Amber.Montoya1@dot.nm.gov IP Address: 164.64.74.20

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Amber Montoya amber.montoya1@dot.nm.gov

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Signature

DocuSigned by amber Montoya

Of Barila

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Jeff Barela

Jeff.Barela2@dot.nm.gov

Director **NMDOT**

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style Using IP Address: 164.64.74.20

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

John P Newell JohnP.Newell@dot.nm.gov

Assistant General Counsel

State of New Mexico, Dept of Information

Technology

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 3/24/2022 10:26:55 AM

ID: 5ffaccc7-1a18-413c-837e-7742d33ff5ce

Alan Morel

apmpa@apmpa.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 10/21/2022 1:55:42 PM

ID: 5d0d56cc-2960-4b87-bd4e-12b5484fa478

Sent: 11/2/2023 9:16:04 AM Viewed: 11/9/2023 1:56:11 PM Signed: 11/9/2023 1:57:11 PM

Signature Adoption: Uploaded Signature Image

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Sent: 11/9/2023 1:57:13 PM

Signer Events Signature Timestamp

Sheriff Michael Wood

Mwood@lincolncountynm.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 12/9/2022 3:24:25 PM ID: 6b4bf847-f190-4f29-84dc-a7171f9d0ade

Ricky Serna

Ricky.Serna@dot.nm.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rocio Dominguez

Rocio.Dominguez@dot.nm.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 3/17/2022 2:57:43 PM

ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2

Stephanie Lopez-Porras

Stephanie.Lopez-Por3@dot.nm.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Rocio Dominguez

Rocio.Dominguez@dot.nm.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 3/17/2022 2:57:43 PM

ID: dfa1ea73-7c88-4ff8-ab54-61be008d95f2

In Person Signer Events	Signature	Timestamp						
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Carbon Copy Events	Status	Timestamp						
Witness Events	Signature	Timestamp						
Notary Events	Signature	Timestamp						
Envelope Summary Events	Status	Timestamps						
Envelope Sent	Hashed/Encrypted	11/2/2023 7:52:25 AM						
Payment Events	Status	Timestamps						
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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: daniel.garcia5@state.nm.us

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at daniel.garcia5@state.nm.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to daniel.garcia5@state.nm.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 8

SUBJECT:

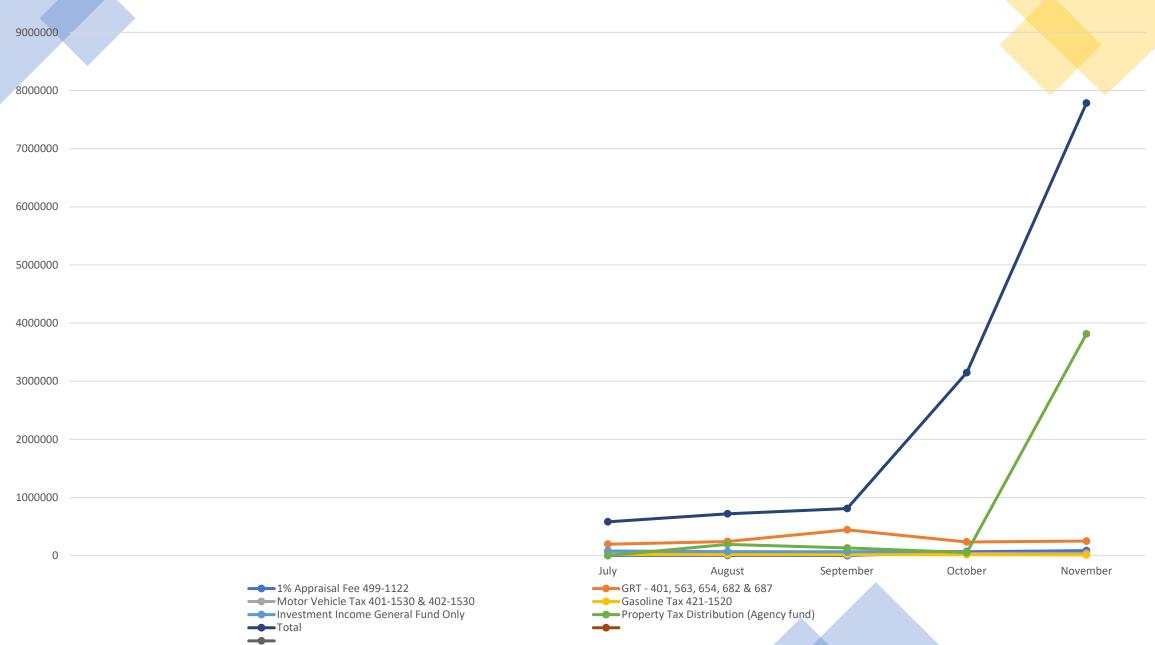
Finance:

- a. Discussion and Direction Regarding New Financial Reporting Requests
- b. Approval of Budget Adjustment FY 23/24 by Resolution 2024-31
- c. Approval of Prior Year Invoices Parts Plus (2 Invoices) in the Amount of \$313.15

Treasurer Report on Tax Collection Inflow

			-												
Inflows	July	August	September	October	November	December	January	February	March	April	May	June	Total	Budget	Difference
Property Taxes 401-1010, 1020, 1033, 1037		\$ 92,304.25	\$ 35,233.65	\$ 2,638,512.61	\$ 3,532,499.44								\$ 6,433,400.10	\$ 13,432,981.00	\$ 6,999,580.90
General Fund Misc Receipts	\$ 99,892.16	\$ 55,583.11	\$ 68,728.64	\$ 22,885.39	\$ 46,557.30										
1% Appraisal Fee 499- 1122	\$ 3,442.99	\$ 2,302.27	\$ 924.48	\$ 67,674.28	\$ 87,825.52								\$ 162,169.54	\$ 340,000.00	\$ 177,830.46
GRT - 401, 563, 654, 682 & 687		\$ 244,483.77	\$ 444,873.62	\$ 235,563.74	\$ 250,573.71								\$ 1,373,046.60	\$ 2,434,416.21	\$ 1,061,369.61
Motor Vehicle Tax 401- 1530 & 402-1530	\$ 47,094.72	\$ 44,008.85	\$ 43,043.36	\$ 40,292.20	\$ 40,088.33								\$ 214,527.46	\$ 515,000.00	\$ 300,472.54
Gasoline Tax 421-1520	\$ 17,598.64	\$ 17,347.56	\$ 18,455.35	\$ 17,744.49	\$ 12,707.62								\$ 83,853.66	\$ 211,389.02	\$ 127,535.36
Investment Income General Fund Only	\$ 81,534.29	\$ 70,451.55	\$ 67,027.73	\$ 73,190.02									\$ 292,203.59	\$ 400,000.00	\$ 107,796.41
Property Tax Distribution (Agency fund)	\$ -	\$ 193,992.27	\$ 132,734.93	\$ 53,226.51	\$ 3,814,431.85								\$ 4,194,385.56	\$ 23,350,000.00	\$ 19,155,614.44
Total Inflows	\$ 581,964.71	\$ 720,473.63	\$ 811,021.76	\$ 3,149,089.24	\$ 7,784,683.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

Treasurer Report on Tax Collection Inflow



Assessors Report on Taxable Revenue Since July 1, 2023

Taxable Residential and Nonresidential revenue since July 1, 2023: \$1,607,385,087.00

1,545 properties sold and adjusted since July 1, 2023

\$29,657,497.00 in adjusted increases

\$5,559,683.00 in adjusted decreases

Since July 1, 2023: Gain in Property Tax revenue = \$24,098,114

MICHELLE LUJAN GRISHAM GOVERNOR

ROBERT E. DOUCETTE, JR. CABINET SECRETARY



Administrative Services Division (505) 827-2000

FACILITIES MANAGEMENT DIVISION (505) 827-2141

Purchasing Division (505) 827-0472

RISK MANAGEMENT DIVISION (505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU (505) 476-1950

Transportation Services Division (505) 827-1957

October 17, 2023

The General Services Department (GSD) will be hosting an in person meeting for Local Public Bodies (LPB) at the Office of the Secretary, in the Joseph Montoya Building located at 1100 St. Francis Drive, Santa Fe, NM on November 13, 2023 at 10:00 AM. This meeting is being held in regards to a premium rate increase for Calendar year 2024 and that will go into effect January 1, 2024.

The premium increase will apply to all premiums for both employees and employers, which includes: Medical, Dental, Vision, Basic Life, Disability and Admin Fees. A new monthly premium rate sheet will be available at the meeting which identifies the new rates effective January 1, 2024.

The Health Benefits Fund is a group risk pool administered by the State of New Mexico (SoNM), GSD, Risk Management Division (RMD) and Employee Benefits Bureau (EBB), who are committed to keeping annual premium increases as low as possible. EBB continues to work hard to give our members information, tools, and programs to help improve their health as well as reduce expenses to the fund.

The SoNM offers dedicated carrier portals for each benefit, which are full of information and tools, to help members improve health and wellness for themselves and their families. All State agencies, Local Public Bodies and individual employees have a vested interest in embracing the tools and benefits offered by EBB in order to help avoid higher costs and future premium increases.

If you have questions regarding the meeting on November 13, 2023 at 10:00 AM please contact Jacob Maule, GSD Acting General Counsel, at (505) 690-8817.

Sincerely,

Robert E. Doucette Jr.

Cabinet Secretary

General Services Department

Robert C. Doucette, Jr.

State of New Mexico

General Services Department Risk Management Division

Joseph Montoya Building 1100 St. Francis Drive Santa Fe, NM 87502

AGENDA

10:00 AM	Welcome - Robert Doucette Jr., Secretary
10:15 AM	Attendee and Staff Introductions - Jennifer A. Catechis, Deputy Secretary
10:30 AM 11:30 AM	Discussion of 10% Premium Rate Increase Adjournment

LINCOLN COUNTY COMMISSION RESOLUTION NO. 2024-31 BUDGET ADJUSTMENT FY 2023-2024

WHEREAS, the Lincoln County Board of Commissioners, meeting in a regular session on December 19, 2023 did review requests for adjustments to the 2023-24 Budget; and

WHEREAS, it was determined that the proposed budget adjustments would be beneficial for the citizens of Lincoln County;

NOW, THEREFORE, BE IT RESOLVED that the New Mexico Department of Finance and Administration is respectfully requested to approve this resolution with

Fund	DFA Line #	Description	Revenues	Expenses	Transfer In	Transfer Out
General		General				
401-00-1951	11000-0001-61200	Transfer out (530) Senior Citizens				\$ 5,567.8
401-00-1951	11000-0001-61200	Transfer out (402) Road Fund				\$ 5,500.0
401-00-1950	11000-0001-61100	Transfer in from 687 Cannabis Excise Tax			\$ 7,500.00	
401-01-2013	11000-1001-52080	Group Insurance Increase 1-1-24 Commission		\$ 543.33		
401-03-2013	11000-1003-52080	Group Insurance Increase 1-1-24 Manager		\$ 2,586.64		
401-05-2013	11000-2012-52080	Group Insurance Increase 1-1-24 Planning		\$ 1,053.49		
401-08-2013	11000-3101-52080	Group Insurance Increase 1-1-24-LCOES		\$ 1,751.54		
401-09-2013	11000-2006-52080	Group Insurance Increase 1-1-24-Maintenance		\$ 753.76		
401-15-2013	11000-1004-52080	Group Insurance Increase 1-1-24-Clerk		\$ 2,094.77		
401-16-2013	11000-2007-52080	Group Insurance Increase 1-1-24-BOE		\$ 445.12		
401-17-2013	11000-1002-52080	Group insurance Increase 1-1-24-Probate		\$ 541.75		
401-19-2013	11000-1003-52080	Group Insurance Increase 1-1-24-Assessors		\$ 5,813.56		
401-21-2013	11000-1006-52080	Group Insurance Increase 1-1-24-Treasuer		\$ 1,615.60		
401-22-2013	11000-1005-52080	Group Insurance Increase 1-1-24-Law		\$ 16,011.03		
		Subtotal	\$ =	\$ 33,210.59	\$ 7,500.00	\$ 11,067.
APITAL IMP. PROJECT		CAPITAL IMP. PROJECT				
414-91-2921	69900-2015-58020	Enforcement Officer Equipment		\$ 8,000.00		
		Subtotal		\$ 8,000.00		
Road		Road				
402-00-1950	20400-0001-61100	Transfer in from(401) General Fund			\$ 5,500.00	
402-40-2013	20400-5001-52080	Group Insurance Increase 1-1-24		\$ 10,020.90		
		Subtotal		\$ 10,020.90	\$ 5,500.00	
Fire Departments		Fire Departments				
409-00-1601	20900-0001-47499	Hondo VFD State Grant	\$ 300,000.00			
409-47-2586	20900-3002-58040	Grant Expense/Water Storage Tank		\$ 300,000.00		
410-00-1601	20900-0001-47499	Lincoln VFD State Grant	\$ 300,000.00			
410-48-2586	20900-3002-58080	Grant Expense/ Apparatus		\$ 300,000.00		
412-00-1601	20900-0001-47499	Glencoe-Palo Verde VFD State Grant	\$ 300,000.00			
412-50-2586	20900-3002-58040	Grant Expense/ Water Systems		\$ 300,000.00		
416-00-1601	20900-0001-47499	White Oaks VFD State Grant	\$ 225,000.00			
416-97-2937	20900-3002-58010	Facility Expansion /Improvement		\$ 225,000.00		
419-00-1601	20900-0001-47499	Arabela VFD State Grant	\$ 300,000.00		1	
419-52-2586	20900-3002-58080	Grant Expense/ Tanker/Tender		\$ 300,000.00		
424-00-1601	20900-0001-47499	OES Lincoln Co Admin State Grant	\$ 25,000.00			
424-69-2586	20900-3002-56100	Grant Expense / Fire Prevention-Software		\$ 25,000.00		
		Subtotal	\$ 1,450,000.00	\$ 1,450,000.00	\$ -	\$
Lodger's Tax		Lodger's Tax				
440-41-2013	21400-2002-52080	Group Insurance Increase 1-1-24		\$ 242.23		
		Subtotal		\$ 242.23		
Re-Appraisal		Re-Appraisal				
499-68-2013	20300-1003-52080	Group Insurance Increase 1-1-24		\$ 359.24		
		Subtotal		\$ 359.24	1	

Zia Senior Centers		Zia Senior Centers								
530-00-1950	21900-0001-61100	Transfer in from 401 General Fund					\$	5,567.80		
530-76-2013	21900-4008-52080	Group Insurance Increase 1-1-24-Carrrizozo			\$	1,313.94				
530-77-2013	21900-4008-52080	Group Insurance Increase 1 1-24-Capitan			\$	824.00				
530-78-2013	21900-4008-52080	Group Insuranc increase 1-1-24-Corona			\$	824.00				
530-79-2013	21900-4008-52080	Group Insurance Increase 1-1-24-Hondo			\$	1,067.91				
530-80-2013	21900-4008-52080	Group InsuranceIncrase 1-1-24-Ruidoso Downs			\$	1,539.52				
		Subtotal			\$	5,569.37	\$	5,567.80	\$	
Solid Waste		Salid Waste								
564-00-0949	50200-0001-44990	Solid Waster GRt	\$	6,000.00						
564-00-1052	50200-0001-44010	Liens	\$	1,500.00						
564-00-1140	50200-0001-44280	Solid Waste Fee	\$	145,012.93						
564-46-2013	50200-6004-52080	Group Insurance Increase 1-1-24			\$	1,648.05				
		<u>Subtotal</u>	\$	152,512.93	\$	1,648.05			_	
Cannabis Exeise Tax		Cannabis Excise Tax								
687-00-1548	28000-0001-42700	Cannabis Excise Tax	\$	7,500.00						
687-00-1543	28000-0001-42700	Administration Fee	\$	400.00						
687-35-2057	28000-2002-57999	Administration Fee			\$	400.00				
687-00-1951	28000-0001-61200	Transfer out to 401 General Fund							\$	7,500.0
		Subtotal	\$	7,900.00	\$	400.00	\$		\$	7,500.0
LG Abatement (Opioid)		LG Abatement (Opioid)								
685-18-2002	27000-2002-51020	Salary			\$	35,953.42				
685-18-2150	27000-2002-55030	Professional Services				(\$19,175.53)				
		Subtotal				\$16,777.89				
Indigent		Indigent								
654-29-2010	22000-4001-52010	Fica			\$	2,229.11				
654-29-2011	22000-4001-52020	Pera			\$	4,062.74				
654-29-2012	22000-4001-52110	Worker's Comp			\$	9,20				
654-29-2013	22000-4001-52080	Group Insurance			\$	10,880.97				
654-29-2015	22000-4001-52010	Medicare	l		\$	521.32				
654-29-2017	22000-4001-52021	Retiree Healthcare			\$	719.07				
		Subtotal	\$		\$	18,422.41	\$		\$	
HIDTA		HIDTA								
659-00-1602	21800-001-47699	Grant Fund	\$	2,000.00	,	2,000.00				
659-34-2003	21800-2002-51060	Overtime Subtota	\$	2,000.00	\$ \$	2,000.00	s		\$	9.0
		TOTAL	-	1,612,412.93	ŝ	1,546,650.68	\$	18,567.80	\$	18,567

PASSED, APPROVED AND ADOPTED this 19th, December 2023.

BOARD OF COMMISSIONERS FOR THE COUNTY OF LINCOLN,

STATE OF NEW MEXICO

Todd Proctor, Chairman District i	Jon Crunk, Vice Chairman District III
Mark G. Fischer, Member	Samantha J. Serna, Member District II
District V	ATTEST:
Pierre S. Pfeffer, Member District IV	Shannan Hemphill, County Clerk

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Accepted and Received in Good Condition By

my.partsauthority.com PARTS 4 PLUS The Parts Authority DRIVER DEL. TIME | AMOUNT PAID 26126 Hwy 70 Ruidoso, NM 88345 -POWERED BY 575-378-9816 pai.turboil.com • Imcparts.net • nexpart.com ..Page.. ----S LINCOLN COUNTY PURCHASING LINCOLN COUNTY PURCHASING INVOICE PB412 PO BOX 711 PD-HOT 300 CENTRAL AVE CARRIZOZO CARRIZOZO NM 88301-8143 NM 88301 OPEN ACCOUNT US US HOT HOT SHOT DELIVER US INV. NO. ACCT, NO. CUSTOMER PHONE NO. ORDER DATE INV. DATE ORDER NO. SOLD BY P.O. NO. TIME 14:04:25 6/02/2023 412-228649 412371 46283 9! AW 916,027 (575) 648-2385 EXTENDED. ORDER BK ORD. PART NUMBER DESCRIPTION CORE LIST SELL SHIP 7M SC1300 1.5A 12V MAINTA 182.96 91.48 91.48 CÓRE FREIGHT TOTAL TOTAL # PCS. SUB-TOTAL TAX 91.48 91.48 1



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 9

SUBJECT:

Forest, Land & Natural Resources Matters:

- a. Smokey Bear Ranger District
- b. Lincoln County / NMSU Extension Services
- c. South Central Mountain RC & D
- d. Upper Hondo Soil & Water Conservation District
- e. Land and Natural Resources Advisory Committee-LANRAC

Minutes – LANRAC – November 12, 2023

Commission Chambers - Lincoln County Courthouse

Present

Robert Barber, Chairman

Clark Taylor

Lance Hale (via phone)

Preston Stone (via phone)

Pete Gnatkowski

Guests

Todd Proctor

Makayla Zonfrilli,

Lincoln County Manager

Meeting called to order 9:04 am

Pledge of Allegiance

Agenda approved

Robert Barber introduced the new Lincoln county manager and explained the purpose and function of LANRAC to her. All members present introduced themselves and provided personal background information.

Minutes of August 8, 2023 meeting approved

New Business

Resolution for 2024 LANRAC meeting schedule passed. Meetings will be scheduled for second Wednesday of each month.

Old Business

Water Issues

Upper Hondo SWCD has determined who has water rights of Rio Bonito:

Nogal – 49 Acre Feet (AF)

Carrizozo – Unknown

City of Alamogordo – 1400 AF

Ft. Stanton – 35 AF

Downstream users (acequias, etc.) – 1000 AF

A study was done by the State Engineer's office equating available water to allocations of rights

Robert Barber will provide actual figures of original allocations.

Land Use Plan

Robert Barber is still working on the Land Use Resolution. Will discuss this and water resolution at next meeting on December 12.

BLM Western Solar Programmatic EIS

Today are releasing EIS to cooperating agencies. Five alternatives will be provided for possible approval. Comments are due 12/11.

Will revise and release to public in late January 2024. There will be a 90-day public comment period.

Committee discussed what is considered "disturbed" land.

BLM Grazing Management Policy

Will not do national rule changes. Instead, will consider rules at lower (district?) levels. These will not be released for public review or comment.

Lincoln Forest Plan

They are set to go ahead with plan but have to wait until a new supervisor is hired.

Additional topics

No additional topics

Meeting adjourned 10:40 am



Country of Lincoln

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AGENDA ITEM NO. 10

SUBJECT:

9:30 A.M.: PUBLIC COMMENT AND OTHER BUSINESS FROM COUNTY OFFICIALS (Items are for discussion only – no action will be taken)



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AGENDA ITEM NO. 11

SUBJECT:

 $Lincoln\ County\ Detention\ Center\ Update-Ross\ Castleton,\ Warden$

a. Request for CSG reimbursement for two segregation showers



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

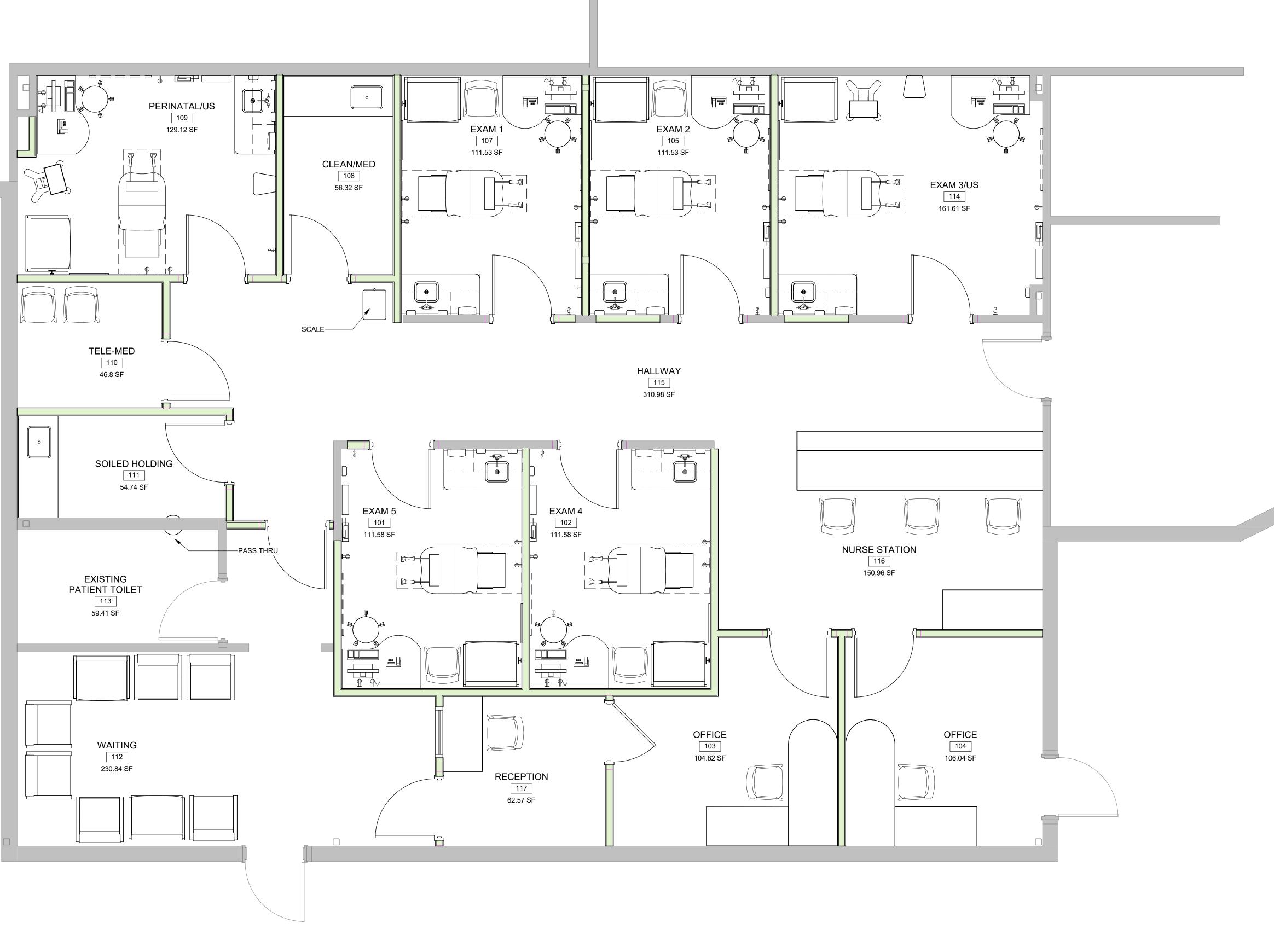
www.lincolncountynm.gov

AGENDA ITEM NO. 34

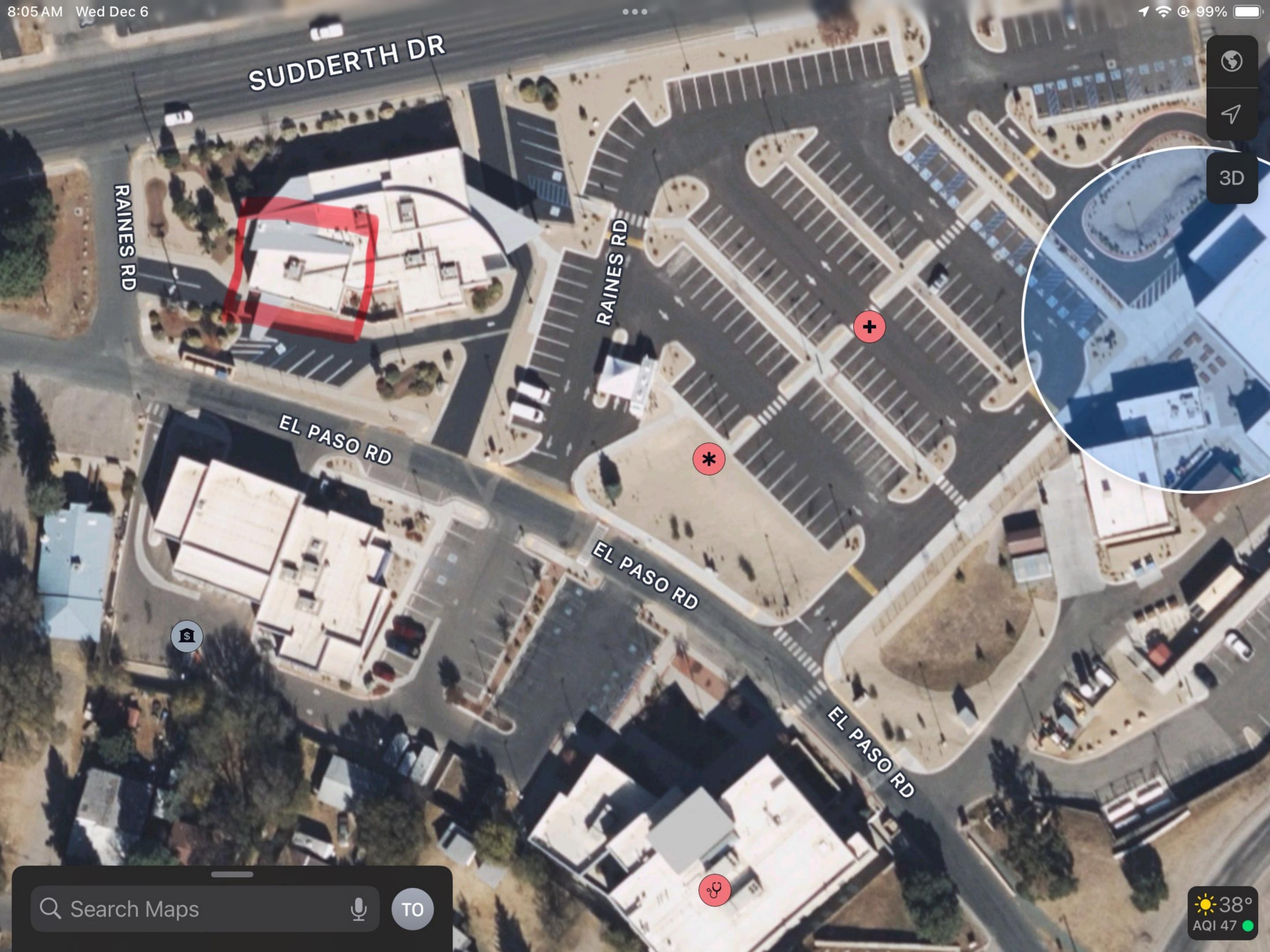
SUBJECT:

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LCMC OB/GYN Clinic Proposed Schematic Design Plan 10/10/2023 SABATIN SABATI





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www.lincolncountynm.gov

AGENDA ITEM NO. 13

SUBJECT:

- 13. Manager's Report
- a. Security Updates Courts (CEO Audrey Hukari) & Lincoln County
- b. Nick Crockett Lobbyist
- c. Lodger's Tax Software
- d. LATCF Funding
- e. Opioid Funding Proposal
- f. Reorganization of Maintenance, Assets, and Procurement
- g. Fire Chief Meeting
- h. Sheriff's Dept. & Road Dept. Staff Meeting Executive Session Item
- i. Agenda Policy
- j. Strategic Planning
- k. Paid Family Leave Act: Senate Bill SB11
- 1. Planning Training Sante Fe County
- m. Director's Reports



Country of Lincoln

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AGENDA ITEM NO. 13

1) Security Updates - Courts (CEO Audrey Hukari) & Lincoln County

Total cost: 682,508.20

Tentatively deduct \$48,285.00 Including NMGRT to Delete Stucco at Rack Façade Parapets.

The quotes are from February 2023. Audrey and I will be setting up a meeting with Zeke from White Sands to make sure this quote is still good. If not, we will bring the updated cost to the January Meeting.

2) Nick Crockett - Lobbyist

The county has entered a contract with CapGov to assist in securing federal funding for various projects that serve the interests of Lincoln County residents. Mr. Crockett had the ability to tour the county as well as meet with most of the Commissioners on their priority items for the County which includes but is not limited to; broad band, fairgrounds, housing, ISO scores/Fire, OES building, county-wide initiatives, paid fire staff, etc. Lincoln County's interests overlap with many other stakeholder partners in the Community including water districts, municipalities, COG, etc.

3) Lodger's Tax Software

Last week I discovered we had spent about \$27k on a software for Lodger's tax (Granicus). This is similar to a program we have now (Rental Scape) but with more features. Apparently, we have been paying on both software and Granicus has not followed through with their end of the bargain these past 6 months. I am working with their contract team to get a copy of the SOW and also have a meeting set up Friday to do a teleconference to discuss the lack of project communication and service provision. Otherwise, we are going to continue to pay for 2 software which I do not want to do!

4) LATCF Funding

- a. Tyler Munis
 - i. We have procured quotes from the State procurement site and therefore do not need an RFP. Quotes attached.
- b. Phone/Internet
 - i. We are still working on a proposal

5) Opioid Funding Proposal

6) Reorganization of Maintenance, Assets, and Procurement

7) Fire Chief Meeting

This was a hot topic but I think the meeting went better than anyone anticipated. The original plan was to propose a consolidation and the use of 12 paid fire staff. Prior to the meeting I had the chance to meet with several firefighters and a few chiefs and I came up with an impromptu idea of doing 6 full time, 6 part time, and volunteer firefighter benefits such as mileage reimbursement and Property tax rebate program (which I ran by Alan) and other counties do this.

This still wasn't as well received as I had hoped but towards the end, we came up with a common goal which was the County's wish to lower ISO scores. Although we shouldn't give up on consolidation completely because consolidation gives full credit for reduction in ISO, we can get partial credit with the 6 paid, 6 part time staff which the group agreed with. Consolidation will be set to the side for now and we will be meeting the 7 chiefs, myself, and Arron & Bryan in January to discuss further options of coming together and identifying our top challenges such as water storage tanks, hydrants, or other challenges. I want to work with the Chiefs to come up with a comprehensive strategic plan for fire mitigation and ISO scores. Overall, I was pleased with our first meeting.

8) Sheriff's Dept. & Road Dept. Staff Meeting – Executive Session Item

9) Agenda Policy

11) Strategic Planning

I reached out to other counties and discovered Consensus Planning which is a part of the State website so no RFP needed. I plan to reach out for a quote.

Consensus Planning (Ms) Jackie Fishman, 505-764-9801 Fishman@consensusplanning.com

12) Paid Family Leave Act: Senate Bill SB11

13) Planning Training – Sante Fe County

I am working with Gary from Santa Fe (their Planning Director) to get me, Gary, and Scott some training on processes of planning in New Mexico such as proper Plat review and other processes. I am looking forward to this training to assist staff with their duties.

14) Director's Reports

Building Tomorrows Future Today....



PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - 1960 Building - Stucco Columns, Rock Facade, and Reseal Existing Windows 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110

Zone 4 Contractor (BQ) 0000050416

As Per Scope of Work Below: 1960 Building - Stucco Columns, Rock Facade, & Reseal Existing Windows

007 - GC Superintendent Regular Hours Worked, projects over \$60,000 - \$100.00 x 204 =	\$20,400.00
009 - Journeyman or Experienced Worker Regular Hours Worked, projects over \$60,000- \$60.00 x 40 =	\$2,400.00
011 - Laborer Regular Hours Worked, projects over \$60,000 - \$45.00 x 40 =	\$1,800.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - \$110.00 x 2 =	\$220.00
016 - Mileage - 0.57×58 miles 1 way x 10 Trips = 0.58×10 miles - 0.58×10 Miles per Trip = 0.58×10 Miles = $0.$	\$45.60
Materials	\$2,450.00
Sub-Contractors:	

White Mountain Glass	\$1,800.00
Ochoa Stucco	\$57,000.00
Sub-Total =	\$86,115.60
Bond =	\$1,722.31
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$6,412.17</u>
Grand Total with NMGRT =	\$94.250.08

Deduct \$48,285.00 Including NMGRT to Delete Stucco at Rack Facade Parapets and Leave as is

The above price includes the following:

- 1. 2023 Wage Rates & Payment/Performance Bond
- 2. Stucco existing concrete columns 10 total
- 3. Stucco top of existing rock facade parapet wall See Deduct
- 4. Reseal existing aluminum frame windows
- 5. Remove & Reinstall Wall Mounted Signage as Required

The following is not included:

- 1. Builders Risk Insurance
- 2. Permits of any Kind
- 3. NMGRT Increases
- 4. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 5. Allowances of any Kind
- 6. Anything Not Mentioned Above
- 7. Utilize Existing Power & Water at No Costs
- 8. Cleaning, Prepping, and/or Painting Existing Pre-Finished Parapet Caps
- 9. Cleaning, Prepping, and/or Painting Existing Mechanical Piping and/or Covers
- 10. Painting of Any Kind

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

Catlin Curry

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

Building Tomorrows Future Today....



PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - Commission Chamber Bldg. - Restrooms Remodel 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110 Zone 4 Contractor (BQ) 0000050416

001 - GC Superintendent Regular Hours Worked, projects under \$60,000 - \$100.00 x 141 =

As Per Scope of Work Below: Lincoln County - Commission Chamber Bldg. - Restrooms Remodel

\$14,100.00

003 - Journeyman or Experienced Worker Regular Hours Worked, projects under \$60,000- \$60.00 x 141 =	\$8,460.00
005 - Laborer Regular Hours Worked, projects under \$60,000 - \$45.00 x 141 =	\$6,345.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - \$110.00 x 2 =	\$220.00
016 - Mileage - \$0.57 x 58 miles 1 way x 40 Trips = 2320miles - 50 Miles per Trip = 320 Miles =	\$182.40
Materials	\$9,260.00
Sub-Contractors:	
SW Flooring	\$2,885.00
Darnold Plumbing	\$12,061.67
Alamo Electric	\$800.00
Sub-Total =	\$54,314.07
Bond =	\$1,086.28
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$4,044.23</u>
Grand Total with NMGRT =	\$59,444.58

The above price includes the following:

- 1. Payment/Performance Bond
- 2. Remodel existing men's and woman's restrooms to include:
 - Demo Including existing drinking fountain
 - New LVP Flooring & 4" vinyl cove base
 - New LED Lighting in Restrooms and Can Light In Vestibule
 - New Plumbing Fixtures Including Wall Hung Sinks (Two Sinks to be Installed in Each Restroom)
 - New Painted Steel Partitions
 - New Toilet Accessories Excluding In-Wall Trash Receptacles & Air Fresheners
 - New plugs and switches
 - Prep & Paint All Walls, Ceilings, and Door Frames in Both Restrooms (Doors to Remain as-is)
 - New ADA Signage at Each Door

The following is not included:

- 1. 2023 Wage Rates
- 2. Builders Risk Insurance
- 3. Permits of any Kind
- 4. NMGRT Increases
- 5. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 6. Allowances of any Kind
- 7. Anything Not Mentioned Above
- 8. Utilize Existing Power & Water at No Costs
- 9. Countertops of Any Kind

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

Catlin Curry

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

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PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - Commission Chamber Bldg. - Paint, Flooring, and Lighting 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110

Zone 4 Contractor (BQ) 0000050416

As	<u>Per Scope of</u>	<u>Work Belov</u>	<u>v: Lincoln (</u>	County -	<u>Commissior</u>	<u>ı Chamber l</u>	<u>Bldg.</u>	<u>- Paint, F</u>	<u>looring, an</u>	<u>d Lighting</u>

007 - GC Superintendent Regular Hours Worked, projects over \$60,000 - \$100.00 x 200 =	\$20,000.00
009 - Journeyman or Experienced Worker Regular Hours Worked, projects over $60,000$ - $60.00 \times 200 = 0.00 \times 10^{-2}$	\$12,000.00
011 - Laborer Regular Hours Worked, projects over \$60,000 - \$45.00 x 200 =	\$9,000.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - $110.00 \times 2 = 110.00 \times 2$	\$220.00
016 - Mileage - 0.57×58 miles 1 way x 40 Trips = 2320miles - 50 Miles per Trip = 320 Miles =	\$182.40
Materials	\$9,550.00

Sub-Contractors:

SW Flooring	\$13,375.00
Alamo Electric	\$6,700.00
Sub-Total =	\$71,027.40
Bond =	\$1,420.55
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$5,288.70</u>
Grand Total with NMGRT =	\$77,736.65

The above price includes the following:

- 1. 2023 Wage Rates & Payment/Performance Bond
- 2. Prep & Paint all Walls in Offices (Floor to Ceiling and Corner to Corner) 4 total
- 3. Prep & Paint all Walls in Lobby (Floor to Ceiling and Corner to Corner)
- 4. New Flooring in offices: 4 total
 - Remove exiting carpet
 - New LVP flooring
 - New 4" vinyl cove base
- 5. New Flooring in breakroom
 - · Remove existing click together flooring
 - Floor leveling as needed
 - Remove tile base
 - Install new LVP and vinyl cove base
- 6. Remove existing tile base in lobby and Install new vinyl cove base
- 7. Replace bulbs with LED in offices, lobby, entry vestibule and commission chambers (No new light fixtures)

The following is not included:

- 1. Builders Risk Insurance
- 2. Permits of any Kind
- 3. NMGRT Increases
- 4. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 5. Allowances of any Kind
- 6. Anything Not Mentioned Above
- 7. Utilize Existing Power & Water at No Costs
- 8. Removing & Reinstall any FFE and/or Wall Mounted Items for Flooring & Painting

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

Building Tomorrows Future Today....



PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - Commission Chamber Bldg. - Vestibule and Misc. Doors 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110 Zone 4 Contractor (BQ) 0000050416

As Per Scope of Work Below:	<u> Lincoln County - Commission</u>	<u>n Chamber Bldg Vestibule and Misc. Doors</u>
<u>-</u>	<u>-</u>	_

007 - GC Superintendent Regular Hours Worked, projects over \$60,000 - \$100.00 x 240 =	24,000.00
009 - Journeyman or Experienced Worker Regular Hours Worked, projects over \$60,000- \$60.00 x 240 =	14,400.00
011 - Laborer Regular Hours Worked, projects over \$60,000 - \$45.00 x 240 =	10,800.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - \$110.00 x 2 =	220.00
016 - Mileage - \$0.57 x 58 miles 1 way x 60 Trips = 3480 miles - 50 Miles per Trip = 480 Miles = \$2	273.60
Materials \$8	8,779.00

Sub-Contractors:

White Mountain Glass	\$54,690.00
Santa Fe Awning	\$2,780.00
Alamo Electric	\$544.36
Sub-Total =	\$116,486.96
Bond =	\$2.329.74

NMGRT as of January 1, 2023 @ 7.3% = \$8,673.62

Grand Total with NMGRT = \$127,490.32

The above price includes the following:

- 1. 2023 Wage Rates & Payment/Performance Bond
- 2. Remove and replace existing doors and hardware:
 - a. Commission Chamber Building Vestibule: Exterior door (existing wood) and frame including side lite and top lite (new aluminum store front door and frame)
 - b. Commission Chamber Building Vestibule Interior door and frame including side lite and top lite (new aluminum store front door and frame)
 - c. Commission Chamber Building Rear Hollow Metal Door and Exterior Hardware Only: Existing frame to remain (new hollow metal door Prep & Paint New Door & Existing Frame)
 - d. Main Building (1960) South Vestibule Exterior Door (existing wood) including top lite (new aluminum store front door and frame)
 - e. Annex Building (1940) (Ira) Door (existing wood) including side lite (new aluminum store front door and frame)
 - f. Main Building (1960) Main Door (existing wood) to Court including top lite (new aluminum store front door and frame) (Modify Existing Storefront Frame to Accommodate ADA Compliant Storefront Doors Rest of Frame Remains)
 - g. Main Building (1960) NE courtyard door (existing wood) to Court including top lite (new aluminum store front door and frame)
- 3. Provide and install new 24x36 service/transaction window from vestibule to Managers office
- 4. Build insulated partition wall in Managers office including new pre-hung wood door and 24"x24" operational window (Prep & Paint Walls to Remain so All will Blend in properly)
- Install new pre-hung wood door in between Managers office and Brianna's office (Prep & paint Brianna's Office Wall at New Door Location Corner to Corner - Remainder of Walls to Remain asis)
- 6. Build & Install Painted 5'x5' awning at Commission Chamber building rear door at 8' AFF

The following is not included:

- 1. Builders Risk Insurance
- 2. Permits of any Kind
- 3. NMGRT Increases
- 4. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 5. Allowances of any Kind
- 6. Anything Not Mentioned Above
- 7. Utilize Existing Power & Water at No Costs
- 8. Access Control for Doors
- 9. Flooring of Any Kind
- 10. Removing & Reinstall Existing FFE and/or Wall Mounted Items for New Work

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

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PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - Commission Chamber Bldg. - Windows, Stucco, and Lighting 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110

001 - GC Superintendent Regular Hours Worked, projects under \$60,000 - \$100.00 x 320 =

Zone 4 Contractor (BQ) 0000050416

As Per Scope of Work Below: Lincoln County - Commission Chamber Bldg. - Windows, Stucco, and Lighting

\$32,000.00

003 - Journeyman or Experienced Worker Regular Hours Worked, projects under \$60,000 - $60.00 \times 40 = 0.00 \times 10^{-5}$	\$2,400.00
005 - Laborer Regular Hours Worked, projects under \$60,000 - \$45.00 x 40 =	\$1,800.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - $110.00 \times 2 =$	\$220.00
016 - Mileage - \$0.57 x 58 miles 1 way x 32 Trips = 1856 miles - 50 Miles per Trip = 256 Miles =	\$145.92
Materials	\$3,300.00
Sub-Contractors:	
White Mountain Glass	\$13,850.00
Ochoa Stucco	\$59,500.00
Alamo Electric	\$2,300.00
Sub-Total =	\$115,515.92
Bond =	\$2,310.32
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$8,601.32</u>
Grand Total with NMGRT =	\$126,427.56

The above price includes the following:

- 1. 2023 Wage Rates & Payment/Performance Bond
- 2. Re-stucco entire building including wall around mechanical yard
- 3. Replace all six windows
- 4. Replace existing wall pack lights (new larger-LED fixtures)
- 5. Prep & Paint 3 Downspouts
- 6. Remove & Reinstall existing Letters & Signs a Required

The following is not included:

- 1. Builders Risk Insurance
- 2. Permits of any Kind
- 3. NMGRT Increases
- 4. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 5. Allowances of any Kind
- 6. Anything Not Mentioned Above
- 7. Utilize Existing Power & Water at No Costs
- 8. Cleaning, Prepping, and/or Painting Existing Pre-Finished Parapet Caps
- 9. Cleaning, Prepping, and/or Painting Existing Mechanical Piping and/or Covers
- 10. Painting of Any Kind

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

Catlin Curry

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

Building Tomorrows Future Today....



PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - Sheriff's Office - Replace Concrete Steps and Ramps 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110 Zone 4 Contractor (BQ) 0000050416

As Per Scope of Work Below: Lincoln County - Sheriff's Office - Replace Concrete Steps and Ramps

001 - GC Superintendent Regular Hours Worked, projects under $60,000 - 100.00 \times 60 = 0.000$	\$6,000.00
003 - Journeyman or Experienced Worker Regular Hours Worked, projects under \$60,000- $60.00 \times 60 = 0.00 \times 10^{-5}$	\$3,600.00
005 - Laborer Regular Hours Worked, projects under $60,000$ - $45.00 \times 60 =$	\$2,700.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - $110.00 \times 2 =$	\$220.00
016 - Mileage - $0.57 \times 58 \times 10 \times 1$	\$45.60
Materials	\$957.80
Sub-Contractors:	

Coble Constructors	\$33,776.60
Ochoa Stucco	\$7,500.00
Sub-Total =	\$54,800.00
Bond =	\$1,096.00
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$4,080.41</u>
Grand Total with NMGRT =	\$59,976.41

The above price includes the following:

- 1. Payment/Performance Bond
- 2. Remove, Dispose, and replace concrete ramp and steps
- 3. Apply Sealer to New Concrete to Help Reduce The Effects of Salt
- 4. Stucco existing concrete walls that Remain
- 5. Prep & Paint existing handrail

The following is not included:

- 1. 2023 Wage Rates
- 2. Builders Risk Insurance
- 3. Permits of any Kind
- 4. NMGRT Increases
- 5. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 6. Allowances of any Kind
- 7. Anything Not Mentioned Above
- 8. Utilize Existing Power & Water at No Costs

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry Executive V.P./ Estimator (575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

Building Tomorrows Future Today....



PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - 1940 Building - Stucco and Windows 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110

Zone 4 Contractor (BQ) 0000050416

As Per Scope of Work Below: Lincoln County - 1940 Building - Stucco and Windows

001 - GC Superintendent Regular Hours Worked, projects under \$60,000 - \$100.00 x 110 =	\$11,000.00
003 - Journeyman or Experienced Worker Regular Hours Worked, projects under \$60,000 - \$60.00 x 50 =	\$3,000.00
005 - Laborer Regular Hours Worked, projects under \$60,000 - \$45.00 x 50 =	\$2,250.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - \$110.00 x 2 =	\$220.00
016 - Mileage - \$0.57 x 58 miles 1 way x 10 Trips = 580 miles - 50 Miles per Trip = 80 Miles =	\$45.60
Materials	\$2,900.00
Sub-Contractors:	
White Mountain Glass	\$14,400.00
Ochoa Stucco	\$20,500.00
Sub-Total =	\$54,315.60
Bond =	\$1,086.31
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$4,044.34</u>
Grand Total with NMGRT =	\$59,446.25

The above price includes the following:

- 1. Payment/Performance Bond
- 2. Re-stucco front of existing building
- 3. Install new windows on front of building: 5 total (Match exiting fire rated windows (to remain): 3 total

The following is not included:

- 1. 2023 Wage Rates
- 2. Builders Risk Insurance
- 3. Permits of any Kind
- 4. NMGRT Increases
- 5. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 6. Allowances of any Kind
- 7. Anything Not Mentioned Above
- 8. Utilize Existing Power & Water at No Costs
- 9. Cleaning, Prepping, and/or Painting Existing Pre-Finished Parapet Caps
- 10. Cleaning, Prepping, and/or Painting Existing Mechanical Piping and/or Covers
- 11. Painting of Any Kind

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

Catlin Curry

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

Building Tomorrows Future Today....



PHONE: 575-437-7816 FAX: 575-437-0984

PO BOX 1745, ALAMOGORDO, NM 88311 LIC. 50235

February 13, 2023

Ira Pearson - County Manager County of Lincoln IPearson@lincolncountynm.gov

Lincoln County - Commission Chamber Bldg. - Paint, Flooring, and Lighting 300 Central Ave, Carrizozo, NM 88301

Prices Below are to be honored from Statewide Price Agreement #00-00000-20-00110

Zone 4 Contractor (BQ) 0000050416

As Per Scope of Work Below: Lincoln Count	/ - Commission Chamber Bldg.	- Paint, Flooring, and Lighting

007 - GC Superintendent Regular Hours Worked, projects over \$60,000 - \$100.00 x 200 =	\$20,000.00
009 - Journeyman or Experienced Worker Regular Hours Worked, projects over $60,000$ - $60.00 \times 200 = 0.00 \times 10^{-2}$	\$12,000.00
011 - Laborer Regular Hours Worked, projects over \$60,000 - \$45.00 x 200 =	\$9,000.00
013 - Diagnosis, Project Estimates, Troubleshooting, Other - $110.00 \times 2 = 110.00 \times 2$	\$220.00
016 - Mileage - 0.57×58 miles 1 way x 40 Trips = 2320miles - 50 Miles per Trip = 320 Miles =	\$182.40
Materials	\$9,550.00

Sub-Contractors:

SW Flooring	\$13,375.00
Alamo Electric	\$6,700.00
Sub-Total =	\$71,027.40
Bond =	\$1,420.55
NMGRT as of January 1, 2023 @ 7.3% =	<u>\$5,288.70</u>
<u>Grand Total with NMGRT =</u>	\$77,736.65

The above price includes the following:

- 1. 2023 Wage Rates & Payment/Performance Bond
- 2. Prep & Paint all Walls in Offices (Floor to Ceiling and Corner to Corner) 4 total
- 3. Prep & Paint all Walls in Lobby (Floor to Ceiling and Corner to Corner)
- 4. New Flooring in offices: 4 total
 - Remove exiting carpet
 - New LVP flooring
 - New 4" vinyl cove base
- 5. New Flooring in breakroom
 - · Remove existing click together flooring
 - Floor leveling as needed
 - Remove tile base
 - Install new LVP and vinyl cove base
- 6. Remove existing tile base in lobby and Install new vinyl cove base
- 7. Replace bulbs with LED in offices, lobby, entry vestibule and commission chambers (No new light fixtures)

The following is not included:

- 1. Builders Risk Insurance
- 2. Permits of any Kind
- 3. NMGRT Increases
- 4. Repairs or Fixing of Existing Code Violations at Existing Spaces
- 5. Allowances of any Kind
- 6. Anything Not Mentioned Above
- 7. Utilize Existing Power & Water at No Costs
- 8. Removing & Reinstall any FFE and/or Wall Mounted Items for Flooring & Painting

This quote is valid for 15 days from today's date.

Thank you for this opportunity. We look forward to working with you in the near future. Please do not hesitate to contact White Sands Construction, Inc. for all of your future construction requirements. Sincerely,

White Sands Construction, Inc.

Catlin Curry

Executive V.P./ Estimator

(575) 437-7816 ext. 1 or Cell - 575-430-4146

Sign and Date to Accept Below:

February 13, 2023



Country of Lincoln

December 19, 2023

Memo: Discussion Points Regarding Federal Lobbyist Work (Commissioner Pfeffer)

- 1. The county has entered into a contract with CapGov to assist in securing federal funding for various projects that serve the interests of Lincoln County residents;
- 2. While there are various municipalities (incorporated) within the County, it can be acknowledged that interests while overlapping are also in competition for the various dollars available. Therefore, the BOC may find that lobbying efforts on behalf of any County Municipality is;
 - a) not contemplated as part of the County's contract with CapGov; and
 - b) should any lobbying efforts be undertaken by CapGov on behalf of a County Municipality the BOC be immediately put on notice for approval;
- 3. There are also several quasi-governmental agencies within the County including various Water Districts.
 - a) The BOC can acknowledge that the needs of those entities may be far more restrictive than those of the various County Municipalities, and for the most part those needs do not conflict with County projects.
- 4. Consequently, the BOC may approve CapGov to;
 - a) undertake lobbying efforts on behalf of the various County Water Districts with the provision that those efforts be disclosed to the BOC and receive approval from the BOC on an ad hoc basis;
 - b) and with the mutual agreement of the Federal Lobbyist.
- 5. It is acknowledged by the BOC that the Alto Lakes Water District is seeking federal dollars to expand their existing fire hydrant system and to complete a water treatment facility owned by the Water District.
 - a) The BOC may authorize CapGov to lobby on behalf of those projects;
- 6. It is further acknowledged that the Enchanted Forest Water District is beginning phase one of their infrastructure repair and replacement project, and as such are in need of federal dollars to commence repair / replacement of fractured and compromised water delivery pipes within their District.
 - a) The BOC may authorize CapGov to lobby on behalf of that project.



December 1, 2023

Ms. Makayla Zonfrilli County Manager Lincoln County Accounts Payable P.O. Box 711 Carrizozo, NM 88301

RE: Washington Representation & Related Services for Lincoln County, NM - NOVEMBER 2023

Summary description for professional services rendered during the month of NOVEMBER 2023.

SUMMARY OF NOVEMBER LOBBYING & CONSULTING ACTIVITES

LINCOLN COUNTY COMMUNICATIONS

Series of in-person meetings (in New Mexico), teleconferences and e-correspondence with Ms. Makayla Zonfrilli, County Manager, Lincoln County; In-person meeting (in New Mexico) with Mr. Jon Crunk, County Commissioner, Lincoln County; In-person meeting (in New Mexico) with Mr. Todd Proctor, County Commissioner, Lincoln County; In-person meeting (in New Mexico) teleconferences and e-correspondence with Mr. Pierre Pfeffer, County Commissioner, Lincoln County; In-person meeting with Mr. Arron Griewahn, Emergency Services Director, Lincoln County.

CONGRESSIONAL OUTREACH & ACTIVITY

Teleconference and Series of e-correspondence with Mr. Jon Moore, in-district Legislative Assistant, Office of Rep. Melanie Stansbury; In-person meeting with and series of e-correspondence with Mr. Rocky Cordova, Legislative Correspondent, Office of Senator Martin Heinrich; Teleconference with Mr. Jason Jarvis, Office of Senator Martin Heinrich; Series of e-correspondence with Ms. Brooke Stuedell, Legislative Assistant, Senator Ben Ray Lujan; Series of back-and-forth exchanges with New Mexico delegation staff conveying Lincoln County priorities; Legislative and programmatic research related to federal avenues of relief for affordable housing, forest fire mitigation, ISO ratings reduction measures, funding for full time firefighters. rural broadband funding programs and related FCC and USDA programs, FEMA relief issues, and

other matters.

FEDERAL LOBBYING COMPLIANCE ACTIVITY

Reviewed updated Congressional Lobbying Guidance to ensure Lobbying Disclosure Act, as amended, and Honest Leadership and Open Government Act of 2007 compliance; and miscellaneous activities relating thereto.

GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

Tyler Program Phone System Technology infrastructure refers to the **system of hardware**, **software**, **facilities and service components that support the delivery of business systems and IT-enabled processes** ¹ . It is defined broadly as a set of information technology (IT) components that are the foundation of an IT service, typically physical components such as computer and networking hardware and facilities, but also various software and network components ² . Technology infrastructure includes information systems, information technology, information equipment and facilities, equipment, lines and services designed for or used for the transmission, emission or reception of signs, signals, writings, images or sounds of intelligence of any nature by wire, radio, microwave or other electromagnetic or optical systems, related hardware, software and programming ³ .

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency
 medical, and other public safety services, utilities or sanitation services, and direct
 assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia. Further, generally, receipt of LATCF funding does not trigger the National

¹ Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.³

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the nonfederal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

³ See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), https://www.gao.gov/assets/gao-06-382sp.pdf

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver's effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act. Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

⁷ More specifically, as provided in OMB's guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). See OMB Memorandum M-22-11 at 3-4.



Lincoln County Assessor & Treasurer

Toni Foligno, CPO 300 Central Avenue Carrizozo, NM 88301 575-648-2385 x 105 Purchasing@lincolncountynm.gov Sourcewell RFP #

90320

Tyler Sourcewell Contract # 090320-TTI - valid thorugh Nov 2, 2024

Lincoln County Sourcewell Memebership # 21070

Contract ID:

TBD

Issue Date:

12/08/23

Sales Rep:

G. Snider

Tyler Related Products and Services

Description	QTY	Annual
Assessor Plus		THE COURT OF THE C
Assessor Plus Base License Fee (per installation of the master application)		
Parcel Specific Content Management (Scanning, Imaging & Content)		
Personal Property Module		
Protest Tracking Module		
DataView		

Appraiser Plus

Appraiser Plus Base License Fee (per installation of the master application)

Parcel Specific Content Management (Scanning, Imaging & Content)

Modules

Apex (Third Party- No maintenance)

Marshall & Swift Licensing Fees

Annual Fee - Fee is subject to change annually.

Commercial

Mobile/Manufactured

Agricultural

Marshall & Swift Interface Intergration

Eagle GIS Viewer

Field Appraiser Software

System Software

User Software-Licensed per Laptop

Web Application

Eagle Web for internet access

Advanced Eagle Web for Assessors

Treasurer Plus

Treasurer Plus Base License Fee (per installation of the master application)

Parcel Specific Content Management (Scanning, Imaging & Content)

Web Application

eCommerce

Treasurer Workflow Options

Subtotal

\$99,529

Transaction Fees

Description

Payments Core

Payments Core POS

Third-Party Hardware, Software and Services

Description Total Maintenance

Payments Lane 3000 Terminal Purchase

Payments Annual PCI Fee

Tyler Professional Services

Description Service Cost

Conversion Services

Software Staging

Testing & User Acceptance

Project Management

Installtion of Software

Training

Business Analysis & Design

Go Live/Cut Over Services
Assessor/Treasurer Plus Web Installation Services

TOTAL		673		9	\$150,950
Summary	One	Time Fees		Rec	urring Fees
Tyler Software (subtotal)			\$ 99,529		•
Sourcewell Discount			\$ 9,953		
Total Tyler Software				\$	89,576
Total Tyler Services	\$	150,950			
Total Third-Party Hardward, Software and Services	\$	838		\$	360
Summary Total	\$	151,788		\$	89,936
Contract Total	\$	241,724			



Lincoln County Assessor & Treasurer

Toni Foligno, CPO 300 Central Avenue Carrizozo, NM 88301 575-648-2385 x 105 Purchasing@lincolncountynm.gov

Contract ID:

TBD

Issue Date:

12/07/23

Sales Rep:

G. Snider

Tyler Related Products and Services

Description	Annual
Eagle Assessor	
Base License Fee (per installation of the master application)	
Parcel Specific Content Management (Scanning, Imaging & Content)	
Personal Property Module	
Protest Tracking Module	
DataView	

Eagle Appraiser

Eagle Appraiser Base License Fee (per installation of the master application)
Parcel Specific Content Management (Scanning, Imaging & Content)

Modules

Apex (Third Party- No maintenance)

Marshall & Swift Licensing Fees

Annual Fee - Fee is subject to change annually.

Commercial

Mobile/Manufactured

Agricultural

Marshall & Swift Interface Intergration

Eagle GIS Viewer

Field Appraiser Software

System Software

User Software-Licensed per Laptop

Web Application

Eagle Web for internet access

Advanced Eagle Web for Assessors

Eagle Treasurer

Eagle Treasurer Base License Fee (per installation of the master application)

Parcel Specific Content Management (Scanning, Imaging & Content)

Web Application

eCommerce

Treasurer Workflow Options

\$99,529

Transaction Fees

Description

Payments Core

Payments Core POS

Third-Party Hardware, Software and Services

Description Total Maintenance

Payments Lane 3000 Terminal Purchase

Payments Annual PCI Fee

Tyler Professional Services

Description Service Cost

Conversion Services

Software Staging

Testing & User Acceptance

Project Management

Installtion of Software

Training

Business Analysis & Design

Go Live/Cut Over Services

Eagle Web Installation Services

TOTAL		673	;	\$150,950
Summary	One	Time Fees	Rec	curring Fees
Total Tyler Software			\$	99,529
Total Tyler Services	\$	150,950		
Total Third-Party Hardward, Software and Services	\$	838	\$	360
Summary Total	\$	151,788	\$	99,889
Contract Total	\$	251,677		

From: Google Forms
To: Brandi Newbill

Subject: 2023 Capacity Building Grant Application Date: Monday, May 15, 2023 4:31:25 PM



Thanks for filling out 2023 Capacity Building Grant Application

Here's what was received.

Edit response

2023 Capacity Building Grant Application

\$2,000,000 For capacity building grants to councils of government and local governments.

For questions on the application, please contact Shanna Sasser at Shanna.Sasser@dfa.nm.gov.

Enter email address below of person completing this application.

Email *

bnewbill@lincolncountynm.gov

Entity Name *

Lincoln County
I. Is your entity a Council of Governments or local government entity? Please check box below. * Council of Governments Local Government Entity
2. Entity Contact Name * Brandi C. Newbill
3. Entity Contact Email bnewbill@lincolncountynm.gov
4. Entity Phone Number (xxx) xxx-xxx (575) 258-5934
5. County (Please choose all that you are representing) * Bernalillo Catron Chaves Cibola
Colfax

Curry
De Baca
Dona Ana
Eddy
Grant
Guadalupe
Harding
Hidalgo
Lea
Lincoln
Los Alamos
Luna
McKinley
Mora Mora
Otero
Quay
Rio Arriba
Roosevelt
San Juan
San Miguel
Sandoval
Santa Fe

Sierra				
Socorro				
Taos				
Torrance				
Union				
Valencia				
6. Please select any of the following categories for which your grant writer or grant manager will be seeking funding. *				
Community Structures				
Healthcare				
Housing				
Broadband Access				
Electrical Grid				
Water				
Wastewater				
Behavioral Health				
Other (If other, answer question below.)				
7. If other, please provide the type of project for the funding.				
Solid Waste & Roads				

8. What are the projects that your grant manager or grant writer will pursue?			
The projects that Lincoln County will be pursuing are as follows: 1) We will be seeking funding for the electrical poles to be upgraded to meet regulations in our county so that we can provide broadband services to our rural areas that now exist with zero to minimal access. 2) We will also be seeking funding to purchase and repair the solid waste equipment and supplement the operational costs. 3) The road department will be seeking funding for equipment, and continual maintenance and construction of the infrastructure. 4) In addition, we are working on establishing various healthcare clinics throughout the county due to the lack of emergency services in the rural areas. These clinics will offer 24-hour healthcare and behavioral health services.			
9. Do you currently utilize grant writing services? If yes, please choose from list below.			
Independent Contractor			
Local Council of Governments			
On Staff Grant Writer			
Grant Compliance Personnel			
10. Will the grant manager or grant writer serve a rural or frontier community?			
Yes			
□ No			
11. How will you utilize these funds for grant writing or grant management?			
Staff Member (new hire)			
Contractor			
Both			

Other (If other, answer question below.)
12. If Other , please provide how these funds will be utilized.
13. Provide estimated number of beneficiaries or population of entity. 20,436 (2021)
14. Audit & Budget Compliance - What is the last year your Audit/Tier Certification was submitted to the Office of the State Auditor? MM DD YYYY 07 / 31 / 2022
15. Is your entity in compliance with the budgeting reporting requirements per NM State statutes or regulations? * Yes No
16. What is the amount being requested? \$150,000
17. Please provide an explanation for the amount requested? Lincoln County is requesting the funds of \$150,000 as we do not have a grant writer or manager among our staff. Lincoln County has not actively pursued outside funding

(grants) as a practice in the past. Newer staff and management in Lincoln County are excited and motivated to seek outside funding to supplement operational, construction, and equipment costs for our Emergency Services, Roads, Public Works (Solid Waste & Broadband), and Health departments.			
What other funds are being used by your entity to provide grant assistance and what is the amount of these other funds? Lincoln County does not utilize any funds for grant assistance.			
19. How would you rate your readiness to start your grant development/management process for your community? We're ready now Within 3 months Within 6 months Within one year			
Create your own Google Form Report Abuse			

COUNTY OF LINCOLN **Job Description Form** Division/Department: Manager Job Title: Director of Social Services Reports to: County Manager Level/Grade: Tier 12 Hours 40/Week Type of position: **Salary Min:** \$72,000 Full-time Status: Salaried/Exempt Part-time Classified Temporary/Seasonal Unclassified **Emergency Hire**

General Description:

The Director of Social Services will act as the community liaison and point of contact to network and coordinate resources for clients needing social and human services assistance. This includes but is not limited to mental health treatment, social determinants of health, county services, and healthcare. This individual will manage the County's human and social services including daily operations management, grant writing, program development and implementation, case management, and other related duties.

Case management will include recovery coaching (set of non-clinical activities based on shared lived experience that engage, educate, and support an individual to successfully recover from mental or substance use disorders). The Director of Social Services will focus on services related to the national opioid crisis to act as an empowering catalyst for guiding the recovery process and supporting individual recovery choices, goals, and decisions. The Director of Social Services models competency in resiliency and recovery and ongoing coping skills. Duties performed will be directly related to the Opioid crisis in Lincoln County and implementing a long-term plan to address all areas of need in mitigating the challenges brought about by opioid addiction among our residents.

Education/Work Experience/Certification/Training Requirements/Abilities/Skills:

- Bachelors in healthcare, psychology, nursing, social services, public administration, or related field.
- Masters degree strongly preferred.
- Knowledge of Healthcare related to mental health, physical health, and opioid addiction & recovery.
- Knowledge of local available resources such as career link, social services programs, housing programs, and other related resources to assist in recover, prevent recidivism, and address the needs of those directly affected by the national opioid crisis.
- Experience with confidential medical records and HIPPA compliance
- Familiar with the use of readiness assessment tools, SBIRT, and self-sufficiency matrix (Arizona Matrix)
- Knowledge of County Government functions and personnel, State Statutes, and County Policies and Procedures.
- Valid New Mexico State Driver's License. Must have a good driving record to be insurable for liability purposes.
- Ability to operate various office machines; proficient communication verbally and in writing; ability to
 work courteously and pleasantly with the public and co-workers; must be proficient in use of computer
 and understand basic programs. Ability to use multi-line telephones, type accurately at least 50 wpm;
 and must be able to administer projects in an efficient manner as assigned.

Work Conditions/Description of Tools, Equipment, Work Aids Used and Materials and/or Products Handled:

Office environment. Normally works 8-5 Monday-Friday. Schedule is flexible with County Manager approval In accordance with Personnel Policy 409 Department Heads, Elected Officials, and the County Manager have the ability to grant flexibility for work schedules as long as there is sufficient office coverage, and the request is deemed reasonable. This will be a hybrid remote/on-site/in the community position and may require unusual working hours.

May be required to attend out of town training and seminars.

include the following: sitting and standing for p pounds); reaching, stooping, crawling, pulling, 1	performance of assigned duties and responsibilities which may rolonged periods of time; light to moderate lifting (up to 50 pushing, and manual dexterity; and operating assigned office	
equipment. Approved by:		
Date Posted:	Date Hired:	
Employee Declaration: I have read the above job description. I understand the demands and expectations of the position described and to the best of my knowledge, believe I can perform these duties.		
Name:	Date:	
Date: 11/29/2023		

Business Unit: 341

APPROPRIATION RECIPIENT:

Lincoln County

<u>APPROPRIATION NUMBER:</u> <u>APPROPRIATION AMOUNT:</u> <u>REVERSION DATE:</u>

23-ZH5032-04 \$ 30,000 June 30, 2024

APPROPRIATION LANGUAGE

Thirty Thousand Dollars and Zero Cents (\$30,000.00) for grants management for local governments and local councils of government. Funds unexpended by June 30th, 2024, will be reverted to the State of New Mexico's general fund.

APPROPRIATION REIMBURSMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 12th, 2024. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that Lincoln County

- 1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
- 2. Will comply with 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.
- 3. Ensures that the appropriation funds only benefit 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."
- 4. Will follow the procedure described in "Appropriation Reimbursement" for reimbursement of appropriated funds.

Appropriation Recipient Representative	Date
Appropriation Recipient CFO	Date
APPROVAL In in accordance with the authority conferred on the Department of statute appropriating these funds, I hereby approve this certification ZH5032-04 in the amount of \$30,000.00.	5
Director, Local Government Division	Date

STATE OF NEW MEXICO House

HB2 Grant Management Appropriation Request for Payment Form Exhibit A

I.	Grantee Information	II. Payment Computation
	(Make sure information is complete & accurate)	A. Payment Request No.
A.	Grantee:	B. Grant Amount:
B.	Address:	C. AIPP Amount (If Applicable):
	(Complete Mailing, including Suite, if applicable)	D. Funds Requested to Date:
		E. Amount Requested this Payment:
	City, State, Zip	F. Reversion Amount (If Applicable):
C.	Contact Name/Phone #:	G. Grant Balance:
D.	Grant No:	H. GF GOB STB (attach wire if first draw)
E.	Project Title:	I. Final Request for Payment (if Applicable)
F.	Grant Expiration Date:	
III.	Fiscal Year :	
	(The State of NM Fiscal Year is July 1, 20XX through	June 30, 20XX of the following year)
IV.	Compliance Certification: Under penal expenditures are properly documented, and are valid of New Mexico Constitution known as the "anti donation"	Ity of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the clause.
Grante	ee Fiscal Officer	Grantee Representative
	cal Agent (if applicable)	
Printed	d Name	Printed Name
Date:		Date:
	(State Agency Use Only)
Vendor	·	Loc No.:
I certify	y that the State Agency financial and vendor file info	ormation agree with the above submitted information.
Divisio	n Fiscal Officer Date	Division Project Manager Date

Business Unit: 341

STATE OF NEW MEXICO HB2 Grant Management Appropriation Final Report Form Exhibit B

Appropriation Recipient:		
Appropriation Number:		
Use of Appropriation Funda	S	Amount
	Personnel Expenses	
	Contract Expenses	
	Other Expenses	
	<u></u>	
Total Amount of Appropria	tion Funds Expended	
Narrative		
Describe the outcomes, resul	ts, benefit, and or uses of the appropriat	ion funds

Lincoln County Opioid Funding Proposal

2023



Key Stakeholders & Collaborative Partnerships

County & Courts

Lincoln County

Lincoln County Courts

Lincoln County Detention Center

Nonprofits

Hope Floats

Other Community Entities

Lincoln County Community Health Council

Schools/Universities

Eastern New Mexico University

Lincoln County School
Districts

Medical Facilities

Lincoln County Medical Center

Sierra Blanca Family Medicine

Our team

Ryan Trosper

ENMU President

Dave McVey, LPCC

Counselor, ENMU-Ruidoso Counseling Center **Todd Oberheu**

Hospital Chief Executive Lincoln County Medical Center

Sarah Chapman

Hope Floats Addiction Counseling

Christie Haase

Sierra Blanca Family Medicine

Honorable Judge Daniel Bryant Honorable Judge Angie Schneider Audrey Hukari

CEO 12th Judicial District



Lincoln County Commissioner

Warden Castleton

Lincoln County Detention Center

Makayla Zonfrilli Lincoln County Manager



Timeline

January 2024

Dec. 2023

Approve job description for Director of Social Services

Partner with Hope Floats to Train and assist with Grant Writing for other Social Services grants offered by the state and federal government. Fund a Temp. Grant writer/case manager to assist with Health & Human Services needs: \$30k

January - February

Program implementation at the Detention Center

Training for Detention Center nurse staff – LCMC & SBFM

April – June 2024

Implement ENMU programs

Work with LCCHC to create a resource & referral program

Grow and Develop Social Services Program in County

Create and implement pathway to utilize indigent funds.

January 2024

Hire Social Services Director

Contract between IHCC & Sierra Blanca

MOU County of Lincoln, Detention Center, Sierra Blanca FM, Hope Floats, Courts, and LCMC

January 2024

Work with the LCMC, Lincoln County, Lincoln County Community Health Council, and ENMU on program development

February - April

Establish community coordination of resources and services – Lincoln County Director of Social Services

Outreach & Communication

School Districts

Other Community Stakeholders

Dec. 2023

Lincoln County Gov.

Duties & Responsibilities

Advertise & Hire a Social Services Director for \$72k to be paid out of the Opioid funding.

Benefits to be paid by the County.

Monitor finances for Opioid Settlement funding

Go after new grants for continued services & staffing

Anticipated Outcome

Creation of one Point-of-Contact for individuals directly effected by opioid abuse and addiction to receive case management, resource, and referrals to local collaborators and partners in the community to connect individuals to needed services including mental and physical health and social determinants.



Lincoln County Director of Social Services

Duties & Responsibilities

The Director of Social Services will act as the community liaison and point of contact to network and coordinate resources for clients needing social and human services assistance. This includes but is not limited to mental health treatment, social determinants of health, county services, and healthcare. This individual will manage the County's human and social services including daily operations management, grant writing, program development and implementation, case management, and other related duties.

Case management will include recovery coaching (set of non-clinical activities based on shared lived experience that engage, educate, and support an individual to successfully recover from mental or substance use disorders). The Director of Social Services will focus on services related to the national opioid crisis to act as an empowering catalyst for guiding the recovery process and supporting individual recovery choices, goals, and decisions. Duties performed will be directly related to the Opioid crisis in Lincoln County and implementing a long-term plan to address all areas of need in mitigating the challenges brought about by opioid addiction among our residents.

Anticipated Outcome

Create a resource and referral service to connect Lincoln County residents in need with all available resources to foster self-sufficiency and reduce recidivism.



Lincoln County Medical Center

Business priorities

Implementation of the BRIDGE program – Suboxone in the ER (State Program) – UNMH

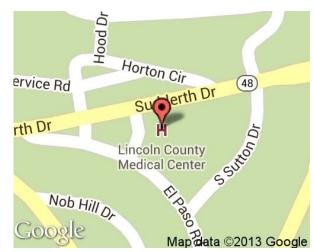
Expansion of MAT (Medication Assisted Treatment)

Anticipated Outcomes

Detainee referral for MAT upon incarceration

Increase option/availability of MAT services in the community

Addressing addiction and treatment upon ER visit and follow up thereafter



Sierra Blanca Family Medicine

Business priorities

Building referral processes for MAT

Partnership with IHCC – for assistance with counseling

Anticipated Outcomes

Handoff – ER & Detainee for medication management plans



Home (family-medicine.net)

Lincoln County Detention Center

Business priorities

Work with Sierra Blanca Family Medicine, ENMU, and LCMC to train nursing staff on opioid treatment and crisis response

Connect detainees to resources outside of the LCDC to foster a better road to recover after release

Anticipated Outcomes

Staff available and ready to treat patients with opioid crisis related needs

Address social determinants and physical/mental health needs of clients coming out of the LCDC to reduce recidivism and treat all areas of need



Hope Floats

Business priorities

Partnership for case management

Peer support services

Addressing social determinants of health



Anticipated Outcomes

Reduce recidivism through addressing long term health and social needs.



<u>Facebook</u>

ENMU

Business priorities

Training for Jail Nursing staff

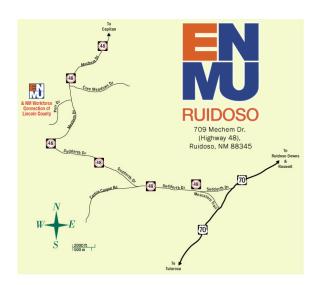
Nursing student rotations (Potential)

Education and outreach to stakeholders

Anticipated Outcome

Community understanding for the challenges and needs of patients with unique Opioid related health and social concerns.

Recruit and retain local staff



ENMU-Ruidoso

School Districts

Business priorities

Partner for resource & referral

Assistance to minors directly effected by opioid challenges

In-school education on opioid crisis related information

Anticipated Outcome

Reduce direct challenges through educational efforts and a system continuum of care

Lincoln County Community Health Council

Business priorities

Partner in collaboration and coordination of current resources

Partner in communication and education in the community

Identifying gap areas for development and program implementation

Anticipated Outcome

Collection of local resources and programs in a database for the Director of Social Services

Increased education and communication in the community

Assisting the DSS with creating additional programs to benefit residents

Summary

Community Goal

Provide a seamless avenue of continuum of care for residents in need suffering from opioid challenges brought on by the opioid crisis.

Independent Goals

Assist residents with obtaining self-sufficiency by addressing social determinants and physical/mental health needs related to opioid addiction.

County-wide Goal

Work collaboratively with partners in the community to foster increased education and outreach to prevent, mitigate, and treat causes of opioid addiction.

Social Services Goal

To create Lincoln County's first Social Services department to connect with partners in the community to build a foundation to address additional social services needs, go after additional grant funding, and maximize programs for our residents.

State Goal

Lincoln County and its partners will pave the way for innovative program implementation for other rural counties across New Mexico to address the opioid crisis and other social challenges effecting our residents.







Thank you

Thanks to the commitment and strong work ethic of the team who came up with this initiative.

Thanks to the Lincoln County Board of Commissioners for their consideration!

Policy Number (1.1.1) Agenda Setting Policy				
LINCOLN COUNTY	Lincoln County Standard Operating Procedures			
Prepared by: Makayla Zonfrilli	Section/Topic: Standard Operating Procedure			
Title of Preparer: County Manager	Issue Date:			
Reviewed By: Human Resources Director 12/6/2023	Revised Date:			
Revised By: County Attorney 12/6/2023				

Policy Description

The legislative and executive decision-making authority for all New Mexico County governments is vested in the board of 3-5 county commissioners. In addition, the county commissioners appoint a county manager to act as the chief administrative officer and carry out the strategic vision, legislative & executive decision, and daily operations of non-elected departments. The agenda setting policy is crucial for county government success. For policymakers like the Board of Commissioners the agenda process allows for an effective tool to administer government set forth by the Open Meetings Act and in accordance with New Mexico State laws and local Lincoln County policies and ordinances.

Policy Procedure

- Agenda items and supporting documents need to come to the Commission Office 6 business days prior to the scheduled meeting by 12 noon (weekends and holidays do not count).
- DRAFT electronic packets will go out to the Commission that same day by or before 7 pm.
- Commissioners will have 48 hours to review and make any changes. (this allows the County Manager's office to print books in a timely manner).
 - o After 48 hours the County Manager will have the discretion to add additional items brought forth by the County Commissioners up until 2 pm on the date of publication for notice.
 - o The Chairman of the Commission will approve the final agenda for publication.
 - o Books will be printed on Thursday (or 24 hours prior to notice of publication) and delivered that afternoon.
 - Any additional changes made after book publication and delivery will be emailed and printed for the Commission on meeting day to add to their books.
- Each Commissioner deserves to have their agenda items addressed during the Commission meeting within reason. Agenda items will be added upon reasonable consideration. Items that may be excluded from the agenda may include but not be limited to:
 - o Personal benefit items
 - o Items considered threatening or harmful to county employees or operations.

Address: PO Box 711 | 300 Central Ave. | Carrizozo, New Mexico 88301-0711 **Phone:** (575) 648-2385

Website: www.lincolncountynm.gov

• Items added by Commissioners not corresponding with the County Manager's report will be acknowledged in the agenda and packet with a description pertaining to which commissioner added the item for discussion.

Policy Purpose

The purpose of this policy is to ensure the timely gathering of information related to the agenda to give the County Manager's office time to create the whole agenda packet to provide an electronic copy to the County Commission for review in a timely manner to make changes, ask questions, and review information for sound decision making.

Policy Example

- 6 days prior to the December 19th, 2023, meeting is Monday Dec. 11th by Noon
- If packets go out by the latest deadline 7 pm on the 11th (48 hours) after that will be 7pm on Wednesday December 13th.
- We will finish the changes the next day and print the books (this example would be Thursday December 14th)
- After 7 pm on December 13th the County Manager will have the discretion to add additional items brought forth by the County Commission clear up to 2 pm on the date of publication to meet the 72-hour notice.
- This example would be Friday December 15th at 2 pm.

** The County Manager may choose to add late items if the situation is deemed an emergency item with the Commission being alerted should this take place.

Address: PO Box 711 | 300 Central Ave. | Carrizozo, New Mexico 88301-0711

Phone: (575) 648-2385 Website: www.lincolncountynm.gov

Makayla Zonfrilli

From: Makayla Zonfrilli

Sent: Monday, December 11, 2023 2:35 PM **To:** Mark Fischer; Todd Proctor; Alan P. Morel

Cc: Brianna Ventura

Subject: RE: Paid Medical Family Leave Act

Commissioner Fischer,

I can certainly work on the below request for our meeting for discussion.

Best,

MK

From: Mark Fischer < MFischer@lincolncountynm.gov>

Sent: Monday, December 11, 2023 1:33 PM

To: Makayla Zonfrilli <MZonfrilli@lincolncountynm.gov>; Todd Proctor <TProctor@lincolncountynm.gov>; Alan P. Morel

<apmpa@apmpa.com>

Cc: Brianna Ventura <BVentura@lincolncountynm.gov>; Mark Fischer <MFischer@lincolncountynm.gov>

Subject: RE: Paid Medical Family Leave Act

Please put this on the agenda for discussion and direction.

Manager Zonfrilli, perhaps you could provide an outline with potential impacts.

We need to understand the impacts on Lincoln County if passed.

It would be nice to have a resolution in our back pocket, if we agree to oppose it, to get out before the next session.

R/MGF

Mark G. Fischer Lincoln County Commissioner District 5 Arabela, NM, 88351 575-740-7221

From: Makayla Zonfrilli < MZonfrilli@lincolncountynm.gov>

Sent: Thursday, December 7, 2023 10:59 AM

To: Todd Proctor <TProctor@lincolncountynm.gov>; Alan P. Morel <apmpa@apmpa.com>; Mark Fischer

<MFischer@lincolncountynm.gov>; Samantha Serna <SSerna@lincolncountynm.gov>; Jon Crunk

<<u>JCrunk@lincolncountynm.gov</u>>; Pierre Pfeffer <<u>PPfeffer@lincolncountynm.gov</u>>

Cc: Brianna Ventura < BVentura@lincolncountynm.gov >

Subject: FW: Paid Medical Family Leave Act

FYI

Good morning Commissioners,

Not sure if you have been made aware of Senate Bill 11 (<u>Bill Text: NM SB11 | 2023 | Regular Session | Introduced | LegiScan</u>)

There has been correspondence going around on the County managers association that counties are not supporting this.

I wanted to make you aware.

MK

From: Charlene Webb <cwebb@grantcountynm.gov>

Sent: Wednesday, December 6, 2023 6:57 PM

To: Danny Monette <danny.monette@co.valencia.nm.us>; Julie Morgas Baca <jmorgasbaca@bernco.gov>

Cc: Managers Affiliate <managers.affiliate@nmcounties.org>; Sue Gonzales <sgonzales@bernco.gov>; Katherine S. Korte

<kskorte@bernco.gov>; Jason Weaks <jrw.weakslaw@gmail.com>

Subject: Re: Paid Medical Family Leave Act

Grant County has the same opinion as Valencia

Get Outlook for iOS

From: Danny Monette < danny.monette@co.valencia.nm.us >

Sent: Wednesday, December 6, 2023 4:33:33 PM

To: Julie Morgas Baca < imorgasbaca@bernco.gov>

Cc: Managers Affiliate < managers.affiliate@nmcounties.org >; Sue Gonzales < sgonzales@bernco.gov >; Katherine S. Korte

<<u>kskorte@bernco.gov</u>>; Jason Weaks <<u>jrw.weakslaw@gmail.com</u>>

Subject: Re: Paid Medical Family Leave Act

Hello Julie, Valencia County does not support SB11. We feel it is another unfunded mandate.

On Wed, Dec 6, 2023 at 3:50 PM Julie Morgas Baca < imorgasbaca@bernco.gov > wrote:

Greetings,

I hope you all are doing well and enjoying the holiday season. I'm reaching out to inquire about your county's position on a state-mandated Paid Family Medical Leave policy. As you may be aware, Bernalillo County had some serious concerns (practical and financial) with Senate Bill 11, the Paid Family Medical Leave Act (PFML) from 2023. Specifically, we felt that given the bill's broad applicability and lack of limiting language, the policy would be open to misuse, which could compound our already significant staffing issues at the Metropolitan Detention Center and other public safety and critical services divisions.

We understand that the proponents of SB 11 intend to bring the legislation back for consideration during the 2024 session with limited changes. We also are aware of another coalition of legislators, business community members, and other impacted entities that has been working on an alternative bill. With those competing efforts in mind, I'm hoping to better understand where your county stands on the relevant legislation and broader PFML policy.

We have voiced our concerns to NM Counties leadership but would like to know where your county stands and if needed, have a quick conversation with you and your relevant staff to discuss this bill. I am very interested in your opinions and perspectives. Thank you!



JULIE MORGAS BACA

County Manager

Count on us.

County Manager's Office

BERNCO.GOV

415 Silver Ave. SW, Albuquerque, NM 87102

OFFICE: 505.468.7256

EMAIL: jmorgasbaca@bernco.gov

--

Danny Monette, Valencia County Manager 444 Luna Ave Los Lunas, NM 87031 505-866-2034

CONFIDENTIALITY NOTICE: The information in this e-mail and in any attachment may contain information that is privileged. It is intended only for the attention and use of the named recipient (s). If you are not the intended recipient (s), you are not authorized to retain, disclose, copy or distribute the message and/or any of its attachments. If you received this e-mail in error, please notify sender at the County of Valencia and delete this message. Thank-you.

20 21 21

SENATE BILL 11

56TH LEGISLATURE - STATE OF NEW MEXICO - FIRST SESSION, 2023

INTRODUCED BY

Mimi Stewart and Christine Chandler and Michael Padilla and Linda Serrato and Patricia Roybal Caballero

AN ACT

RELATING TO EMPLOYMENT; ENACTING THE PAID FAMILY AND MEDICAL
LEAVE ACT; CREATING THE PAID FAMILY AND MEDICAL LEAVE FUND;
PROVIDING FOR THE PAID FAMILY AND MEDICAL LEAVE PROGRAM TO PAY
AN ELIGIBLE EMPLOYEE A PERCENTAGE OF THE EMPLOYEE'S SALARY TO
ALLOW THE EMPLOYEE TO BOND WITH A NEW CHILD OR TO CARE FOR A
FAMILY MEMBER; LIMITING THE TIME ALLOWED FOR PAID FAMILY AND
MEDICAL LEAVE; EXCEPTING CERTAIN EMPLOYEES; PROVIDING FOR
ADMINISTRATION OF THE PROGRAM BY THE WORKFORCE SOLUTIONS
DEPARTMENT; PREEMPTING SIMILAR PROGRAMS; CREATING A TEMPORARY
ADVISORY COMMITTEE; MAKING AN APPROPRIATION.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. [NEW MATERIAL] SHORT TITLE.--This act may be cited as the "Paid Family and Medical Leave Act".

SECTION 2. [NEW MATERIAL] DEFINITIONS.--As used in the .223784.6

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Paid Family and Medical Leave Act:

- "claim for leave" means an application for leave compensation that an employee makes to the department pursuant to the Paid Family and Medical Leave Act in accordance with department rules;
- "department" means the workforce solutions department, the secretary or an employee of the department exercising authority lawfully delegated to that employee by the secretary;
- C. "domestic partner" means a person with whom another person maintains a household and a mutual committed relationship without a legally recognized marriage;
- "employee" means a person working within the D. state who performs a service for wages or other remuneration under a contract of hire, written or oral, express or implied, and includes a person employed by the state or a political subdivision of the state. "Employee" does not mean an employee of an employer subject to the provisions of Title II of the federal Railway Labor Act or an employee as defined in either the federal Railroad Unemployment Insurance Act or the federal Employers' Liability Act;
- "employer" means a person that has one or more Ε. employees within the state and includes an agent of an employer and the state or a political subdivision of the state;
- "family leave" means leave for which an employee .223784.6

can apply for leave compensation pursuant to the Paid Family and Medical Leave Act and that is granted to the employee to allow the employee to bond with a child of the employee within twelve months of the birth or adoption of a child or placement of a foster child with the employee, to care for a family member if the family member has a serious health condition or following the death of a child for whom the employee would have otherwise qualified for family leave;

- G. "family member" means a person who is:
- (1) regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom an employee stands in loco parentis or a person to whom the employee stood in loco parentis when the person was a minor;
- (2) a biological, adoptive or foster parent, stepparent or legal guardian of an employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee or the employee's spouse or domestic partner was a minor;
- (3) a person to whom an employee is legally married under the laws of any state or a domestic partner of the employee;
- (4) a grandparent, great-grandparent, grandchild or sibling, whether a biological, foster, adoptive or step relationship, of an employee or an employee's spouse or .223784.6

domestic partner; or

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- (5) any other individual related by blood or affinity whose close association with the employee or employee's spouse or domestic partner is the equivalent of a family relationship;
- "fund" means the paid family and medical leave Η. fund;
- "health care provider" means an individual I. licensed or certified to provide health care in the ordinary course of business:
- "leave" means family leave, safe leave or medical leave for which an employee can apply for leave compensation pursuant to the Paid Family and Medical Leave Act;
- Κ. "leave compensation" means income that the department pays from the fund to an employee who takes family, safe or medical leave;
- "medical leave" means leave for which an employee can apply for leave compensation pursuant to the Paid Family and Medical Leave Act to allow the employee to provide care for the employee's own serious health condition;
- "safe leave" means leave for which an employee Μ. can apply for leave compensation pursuant to the Paid Family and Medical Leave Act that is granted to an employee who is the victim or whose family member is the victim of domestic violence, stalking, sexual assault or abuse. "Safe leave" .223784.6

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including commissions, bonuses or unpaid loans to employees and the cash value of all remuneration in any medium other than cash.

SECTION 3. [NEW MATERIAL] PAID FAMILY AND MEDICAL LEAVE FUND--CREATION.--

- The "paid family and medical leave fund" is created in the state treasury and shall be administered by the department. The fund shall be held for the benefit of the employees who paid into the fund and shall consist of all revenue collected and attributable to the Paid Family and Medical Leave Act. Money in the fund shall be invested by the state investment officer. Income from investment of the fund shall be credited to the fund.
- Money in the fund is appropriated to the department to distribute leave compensation pursuant to the Paid Family and Medical Leave Act and to cover the costs of administration and outreach for the paid family and medical leave program pursuant to that act.
- Money shall be disbursed from the fund only on warrant issued by the department of finance and administration pursuant to vouchers signed by the secretary or the secretary's authorized representative. Any unexpended or unencumbered balance remaining at the end of a fiscal year shall not revert to the general fund.
- Beginning January 1, 2027, and not later than .223784.6

October 1 of each calendar year, the secretary shall ensure and maintain the self-sufficiency and solvency of the fund by:

- (1) performing an annual financial analysis;
- calendar year, based on the percentage of employee wages and at the rate necessary to obtain a total amount of contributions equal to one hundred thirty-five percent of the benefits paid during the previous fiscal year and all administrative costs for payment of those benefits during the previous fiscal year, minus the amount of net assets remaining in the fund as of June 30 of the current calendar year. For purposes of this paragraph, the costs of administration include the costs of repayment of interest and principal on general fund appropriations pursuant to Section 15 of this 2023 act.
- SECTION 4. [NEW MATERIAL] APPLICABILITY--CONTRIBUTIONS TO FUND--REMITTANCE OF CONTRIBUTIONS--EXEMPTION FOR PRIVATELY RUN PROGRAMS--REQUIREMENTS OF PRIVATELY RUN PROGRAMS.--
- A. The Paid Family and Medical Leave Act applies to:
- (1) all public and private employees who are subject to state jurisdiction, except those employees who are employed by the United States;
- (2) the employers of employees as described in Paragraph (1) of this subsection, whether or not the employer .223784.6

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is physically located in the state;

- self-employed individuals subject to state jurisdiction who opt into the program; and
- tribal governments, wholly or partially (4) located in New Mexico, that elect to be covered, or to terminate coverage, in the program for their employees.
- Beginning January 1, 2025 and for each calendar В. quarter thereafter until January 1, 2028, there is assessed against each employee one-half percent of the employee's earnings. An employee's contribution to the fund shall not be deducted from the employee's leave compensation. Beginning January 1, 2028 and for each calendar quarter thereafter, there is assessed against each employee an assessment on the employee's earnings at fifty-five percent of the premium set by the secretary pursuant Subsection D of Section 3 of the Paid Family and Medical Leave Act.
- Beginning January 1, 2025 and for each calendar quarter thereafter until January 1, 2028, there is assessed against each employer with five or more employees an amount equal to four-tenths percent of each participating employee's earnings. Beginning January 1, 2028 and for each calendar year thereafter, there is assessed against each employer with five or more employees an amount equal to each participating employee's earnings at forty-five percent of the premium set by the secretary under Subsection D of Section 3 of the Paid

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Family and Medical Leave Act.

- D. Beginning January 1, 2025 and for each calendar quarter thereafter until January 1, 2028, there is assessed against each self-employed individual as described in Paragraph (3) of Subsection A of this section one-half percent of the individual's net income as designated by the self-employed individual. Beginning January 1, 2028 and for each calendar quarter thereafter, there is assessed against each self-employed individual as described in Paragraph (3) Subsection A of this section an assessment on the individual's net income as designated by the self-employed individual at fifty-five percent of the premium set by the secretary under Subsection D of Section 3 of the Paid Family and Medical Leave Act.
- E. The contributions of employees and employers shall be remitted by the employer following the end of each quarter for which the contributions are deducted and on a date determined by the secretary.
- F. The contributions of self-employed individuals shall be remitted by the individual following each end of the quarter for which the contributions are deducted and on a date determined by the secretary. A self-employed individual shall not be required to make contributions from leave compensation.
- G. An employer that has adopted and operates a paid family and medical leave plan or program for the benefit of its employees that provides leave and leave compensation equal to .223784.6

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or greater than the leave and leave compensation offered under the Paid Family and Medical Leave Act may apply for a waiver to exempt the employer and its employees from participating in the paid family and medical leave program. The employer shall apply and provide supporting documentation to the department for exemption each calendar year.

- H. An employer granted a waiver pursuant to Subsection G of this section and the employer's employees shall have the same rights and protections enjoyed by employers and employees covered under the Paid Family and Medical Leave Act, including the right to appeal a waiver granted or denied by Subsection G of this section to the department.
- I. An employer granted a waiver pursuant to Subsection G of this section shall notify all employees covered by the employer's paid leave program that:
- (1) the employee is covered by a privately run leave program rather than a public plan;
- (2) employees may apply to the employer for leave;
- (3) employers must provide leave and leave compensation equal to or greater than that granted to employees under the Paid Family and Medical Leave Act; and
- (4) employees may appeal to the department if any right granted under the Paid Family and Medical Leave Act is violated.

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- A paid family and medical leave plan that is privately operated, as described in Subsection G of this section, shall not:
- require an employee to pay more for private coverage than the employee would pay through contribution to the fund as described in Subsection B of this section; or
- impose additional restrictions or (2) conditions on leave or leave compensation beyond those explicitly authorized by state law.
- The department shall withdraw approval of a waiver for a privately operated paid leave plan or program that violates the provisions of Subsections G through J of this section.
- Nothing in this section shall be construed to L. prohibit an employer without a waiver from providing supplemental leave compensation or extended length of leave to employees receiving compensation from the department.
- SECTION 5. [NEW MATERIAL] ELIGIBILITY--LEAVE COMPENSATION CALCULATION--LEAVE DURATION--DOCUMENTATION REQUIRED--NOTICE OF DETERMINATION. --
- Beginning January 1, 2026, the department shall provide leave compensation to an eligible employee who takes leave after the employee, in accordance with the provisions of the Paid Family and Medical Leave Act and department rules, .223784.6

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has:

- (1) filed a claim for leave compensation approved by the department;
- (2) certified that the employee will not obtain new employment or enter into any new independent contractor agreements during the time the employee receives leave compensation pursuant to the Paid Family and Medical Leave Act, except with regard to intermittent leave; and
- (3) contributed to the fund for at least six months during any employment in the twelve-month period prior to submitting an application.
- B. Beginning January 1, 2026, the department shall provide leave compensation to an eligible self-employed individual after the self-employed individual, in accordance with the provisions of the Paid Family and Medical Leave Act and department rules, has:
- (1) filed a claim for leave compensation approved by the department;
- individual will not commence new employment or enter into new independent contractor agreements related to work performed by the individual during the time the self-employed individual receives leave compensation pursuant to the Paid Family and Medical Leave Act, except with regard to intermittent leave; and

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- (3) contributed to the fund for at least six months during the twelve-month period prior to submitting an application, not including contributions made for other employment that the self-employed individual will continue during the leave.
- C. An employee or self-employed individual is eligible for a maximum of twelve weeks of leave compensation during any twelve-month period; provided that an employee or self-employed individual may receive leave compensation for leave taken intermittently and is not required to use twelve weeks of leave at any one time.
- D. An employee or self-employed individual may receive leave compensation for intermittent leave in increments of no fewer than four hours.
- E. An employee or self-employed individual shall be ineligible to receive leave compensation if:
- (1) the employee or self-employed individual files a fraudulent claim for leave or has filed a fraudulent claim for leave within the previous three years;
- (2) the employee or self-employed individual is receiving unemployment insurance benefits during the period for which the claim for leave is filed; or
- (3) during leave, the employee or selfemployed individual does not provide the care or use leave as described in the employee's application for leave.

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- F. The department shall issue leave compensation from the fund to an eligible employee whose claim has been approved as follows:
- compensation shall be based on the employee's average weekly wages during the twelve months immediately preceding the date of the claim for leave. For the purposes of this paragraph, the "employee's average weekly wages" means an amount calculated by the department by dividing the total wages earned by an eligible employee during the previous twelve months by the number of weeks worked during the previous twelve months. If the employee worked fewer than twelve months, then weekly leave compensation shall be based on the employee's average weekly wages during the weeks the employee worked;
- (2) an eligible employee's weekly leave compensation shall equal one hundred percent of the compensation that would be paid to a non-tipped, state-minimum-wage-earning employee, pursuant to Section 50-4-22 NMSA 1978, working the same number of hours per week as the employee, plus sixty-seven percent of the employee's average wages per week greater than the non-tipped, state minimum wage compensation; and
- (3) the maximum amount of weekly leave compensation shall be no more than the annual mean wage of all occupations in New Mexico as calculated by the United States .223784.6

bureau of labor statistics state occupational employment and wage estimates for the most recent year available divided by fifty-two.

- G. The department shall issue leave compensation from the fund to self-employed individuals as follows:
- (1) a self-employed individual shall determine the annual net income to be used by the department when the self-employed individual enrolls in the paid family and medical leave program. A self-employed individual may adjust the individual's annual net income one time per year on the anniversary of the individual's enrollment;
- (2) the calculation of weekly leave compensation shall be based on the self-employed individual's designated annual net income;
- (3) a self-employed individual's weekly leave compensation shall equal one hundred percent of the compensation that would be paid to a state-minimum-wage-earning employee, pursuant to Section 50-4-22 NMSA 1978, working full time each week, plus sixty-seven percent of the self-employed individual's net income per week greater than the state minimum wage compensation; and
- (4) the maximum amount of weekly leave compensation shall be no more than the annual mean wage of all occupations in New Mexico as calculated by the United States bureau of labor statistics state occupational employment and .223784.6

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wage estimates for the most recent year available divided by fifty-two.

- When an employee, self-employed individual or Η. authorized representative submits a claim for leave compensation, the employee or self-employed individual shall provide the department with:
- if the applicant is an employee, a record of total earnings, the total number of weeks worked and the average number of hours worked per week during the previous twelve months in the employment from which the employee seeks leave; or
- if the applicant is a self-employed individual, documentation that the individual's business operated and earned net income from self-employment during the previous twelve months.
- The department shall notify the employer and I. employee or self-employed individual in writing within ten business days of application:
- if approved, and shall notify the employee or self-employed individual of the amount of leave compensation that the employee or self-employed individual is eligible to receive biweekly; provided that an eligible employee or selfemployed individual shall begin receiving leave compensation within ten business days of the date of submission of a properly completed application or ten business days after .223784.6

approved leave begins;

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- (2) if denied, and shall notify the employee or self-employed individual of the grounds for denying the employee's or self-employed individual's application for eligibility and of the employee's or self-employed individual's right to appeal; and
- documentation is required to determine the employee's or selfemployed individual's eligibility for paid leave or the amount of leave compensation; provided that when the department receives sufficient information or supporting documentation from the employee or self-employed individual to make an eligibility determination, the department shall adhere to the notification provision of this subsection.
- J. Every individual filing a new claim for leave compensation shall, at the time of filing such claim, be advised in writing that:
- (1) leave compensation may be subject to federal and state income taxes;
- (2) requirements exist pertaining to estimated tax payments;
- (3) the individual may elect to have federal income tax deducted and withheld from the individual's leave compensation payments at the amount specified in the Internal Revenue Code of 1986; and

- (4) the individual is permitted to change a previously elected withholding status one time during each benefit year.
- K. Amounts deducted and withheld from leave compensation shall remain in the fund until transferred to the federal internal revenue service.
- L. The department shall follow all procedures specified by the United States department of labor and the federal internal revenue service pertaining to the deducting and withholding of income tax.

SECTION 6. [NEW MATERIAL] CLAIMS FOR LEAVE-DOCUMENTATION--CONFIDENTIALITY.--

- A. The department shall require an employee or self-employed individual who seeks family leave compensation to provide, in accordance with department rules, evidence of the birth or adoption of a child or placement of a foster child with the employee or verification by a health care provider that a family member has a serious health condition that supports the employee's or self-employed individual's claim for leave compensation.
- B. The department shall require an employee or self-employed individual who seeks medical leave compensation to provide, in accordance with department rules, verification by a health care provider that the employee or self-employed individual has a serious health condition that supports the .223784.6

employee's or self-employed individual's claim for leave compensation.

- C. The department shall require an employee or self-employed individual who seeks safe leave compensation to provide, in accordance with department rules, a police report, a court-issued document or a signed statement from a victim services organization, a clergy member, an attorney, an advocate, the employee or self-employed individual, a family member of the employee or self-employed individual or other person that supports the employee's or self-employed individual's claim for leave compensation.
- D. Information contained in an employee's or self-employed individual's files and records pertaining to the Paid Family and Medical Leave Act are confidential and not open to public inspection, other than to department employees in the performance of their official duties. However, the employee, the self-employed individual or an authorized representative of either may review the records or receive specific information from the records upon the presentation of the employee's or self-employed individual's signed authorization.
- E. Employee information gathered by a private employer pursuant to the Paid Family and Medical Leave Act shall be kept confidential by the employer; provided that confidential records may be used by department employees in the performance of their duties.

SECTION 7. [NEW MATERIAL] EMPLOYEE NOTICE TO EMPLOYER-REDUCTION OF OTHER LEAVE PROHIBITED.--

A. Beginning January 1, 2026, an employer shall allow an employee to take up to a combined total of twelve weeks of family leave, medical leave and safe leave during any twelve-month period. An employee may take leave intermittently in increments of no fewer than four hours and is not required to use twelve weeks of leave at any one time.

B. An employee shall:

- (1) make a reasonable effort to schedule leave so as not to unduly disrupt the operations of the employer;
- (2) provide the employer with prior notice of the schedule on which the employee will be taking leave, to the extent practicable; and
- (3) provide the employer with a copy of the employee's application for leave.
- C. The employer has the right to appeal determination to the department within thirty calendar days after receipt of the employee's application for leave.
- D. Leave taken shall not result in a reduction of the total amount of leave to which an employee is entitled in excess of the amount of leave actually taken; provided that an employer subject to the federal Family and Medical Leave Act of 1993 may require an employee who takes leave and receives leave compensation under the Paid Family and Medical Leave Act that

also qualifies for leave under the federal Family and Medical Leave Act of 1993 to take leave concurrently.

- E. Nothing in this section shall be construed to entitle an employee to more leave than required pursuant to Section 5 of the Paid Family and Medical Leave Act.
- F. An employer shall post and keep posted in a conspicuous place upon its premises a notice that informs employees of the right to take leave and summarizes the major provisions of the Paid Family and Medical Leave Act.

SECTION 8. [NEW MATERIAL] RETURN TO EMPLOYMENT.--

- A. A self-employed individual shall notify the department within ten business days of the self-employed individual's return to work.
- B. Upon an employee's return after leave, an employer shall notify the department that the employee has returned to work within ten business days.
- C. An employer that has employed an employee for ninety days or more, prior to the commencement of an employee's leave, shall:
- (1) restore the employee to the position held by the employee when the leave was commenced; or
- (2) place the employee in a position for which employee benefits, wages or other terms and conditions of employment are equivalent to or greater than those provided in the position from which the employee took leave.

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- D. Nothing in this section shall be construed to entitle a restored employee to:
- (1) the accrual of seniority or employment benefits during the period the employee is using leave; or
- the right to any benefit or position of (2) employment other than the right the employee would have been entitled to had the employee not taken the leave.
- Any yearly certification or training that an Ε. employer requires as a condition of employment may remain in place and applicable to any employee taking leave; provided that nothing in this subsection shall supersede another provision of law or a collective bargaining agreement that governs an employee's return to work after leave.
- F. Nothing in this section shall prohibit an employer from requiring an employee who uses leave to report periodically to the employer on the status and intention of the employee to return to work.
- An employer shall pay its share of health insurance premiums and maintain an employee's health coverage while the employee is on leave pursuant to the Paid Family and Medical Leave Act under terms that the employee would have received if the employee had not taken leave. The employee on leave shall pay the same share of premium payments as the employee would have paid if the employee were not on leave.
- [NEW MATERIAL] INTERFERENCE AND RETALIATION SECTION 9. .223784.6

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- Α. It is unlawful for an employer or any other person to interfere with, restrain or deny the exercise of, or the attempt to exercise, any right protected under the Paid Family and Medical Leave Act.
- An employer shall timely provide to the employee В. documents required to apply for leave.
- An employer, employee organization or other person shall not take retaliatory personnel action or otherwise discriminate against a person because the person exercised rights protected under the Paid Family and Medical Leave Act. Such rights include:
- requesting, filing for, applying for or exercising any right to take leave as provided for under the Paid Family and Medical Leave Act;
- communicating to the employer or any other person or entity an intent to file a claim, a complaint with the department or courts or an appeal;
- testifying, planning to testify or assisting at any time in any investigation, hearing or proceeding under the Paid Family and Medical Leave Act;
- informing any person about an employer's (4) alleged violation of the Paid Family and Medical Leave Act; and
- informing any person of the person's (5) rights under the Paid Family and Medical Leave Act.

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D. It is unlawful for an employer's absence police	Э
to count leave taken under the Paid Family and Medical Leave	
Act as an absence that may lead to or result in discipline,	
discharge, demotion, suspension or any other adverse action.	

- E. The protections provided in this section shall apply to any person who reasonably but mistakenly, alleges violations of the Paid Family and Medical Leave Act.
- F. An employer that is found by a hearing officer or court of competent jurisdiction to have discharged a worker in violation of this section shall rehire that employee; provided that the worker agrees to be rehired.
- SECTION 10. [NEW MATERIAL] ADVERSE DETERMINATIONS--APPEAL
 PROCEDURES--ADMINISTRATIVE ACTIONS--DEPARTMENTAL DISCIPLINARY
 POWERS.--
- A. An employee, a self-employed individual or authorized representative named in an application for leave may appeal an adverse determination of that application to the department as follows:
 - (1) the aggrieved party shall:
- (a) file an appeal in writing with the department within fifteen business days of receiving notice of the adverse decision;
 - (b) set forth the reasons for appeal;

and

(c) provide notice to all parties that

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an appeal has been filed; and
(2) the secretary or authorized representative
may:
(a) hold a hearing within ten business
days after an appeal is properly made, due notice is given to
the parties in dispute and mediation is refused by any party;
(b) develop a record of the proceedings;
and
(c) rule on the appeal within five
business days after the completion of the hearing and issue a
final decision in accordance with Subsection B of Section
39-3-1.1 NMSA 1978.
B. An aggrieved party, including an employee or
former employee, or the department on its own motion may bring
an administrative action for an alleged violation of the Paid
Family and Medical Leave Act under a public or privately run
leave program as follows:
(1) the aggrieved party or the department
shall:
(a) file a complaint alleging a
violation of the Paid Family and Medical Leave Act in writing
with the department within thirty business days of becoming
aware of the alleged violation;
(b) set forth the grounds of the
complaint; and

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3	(2) the secretary or authorized representative
4	shall:
5	(a) upon receipt of a complaint alleging
6	a violation, first allow for mediation upon agreement by all
7	parties;
8	(b) hold a hearing within ten business
9	days after a complaint is properly made, due notice is given to
10	the parties in dispute and mediation is refused by any party;
11	(c) develop a record of the proceedings;
12	(d) have power to take disciplinary
13	action, including investigating, fining, censuring or
14	reprimanding a party or suspending or revoking a waiver issued
15	pursuant to the Paid Family and Medical Leave Act; and
16	(e) rule on a complaint within five
17	business days after the completion of the hearing and issue a
18	final decision in accordance with Subsection B of Section
19	39-3-1.1 NMSA 1978.
20	C. A party may appeal a final decision made by the
21	department pursuant to the provisions of this section to the
22	district court pursuant to Section 39-3-1.1 NMSA 1978.
23	D. The department may appear in its own name in
24	district court in actions for injunctive relief to prevent any
25	person or entity from violating the provisions of the Paid

(c) provide notice to parties to the

alleged violation that a complaint has been filed; and

Family and Medical Leave Act or rules promulgated by the department.

SECTION 11. [NEW MATERIAL] PREEMPTION.--

- A. A city, county, home rule municipality or other political subdivision of the state shall not adopt or continue in effect any ordinance, rule, regulation resolution or statute that establishes a program of rights and benefits as set out in the Paid Family and Medical Leave Act, excluding a paid sick leave or paid time-off ordinance, policy or resolution.
- B. Subject to the requirements of the Paid Family and Medical Leave Act, the provisions of Subsection A of this section shall not prevent a city, county, home rule municipality or other political subdivision of the state from establishing any leave policies for its employees.
- SECTION 12. [NEW MATERIAL] COLLECTIVE BARGAINING

 AGREEMENTS UNAFFECTED. -- Nothing in the Paid Family and Medical

 Leave Act shall be construed to diminish the rights, privileges

 or remedies of any employee under any collective bargaining

 agreement.
- SECTION 13. [NEW MATERIAL] DEPARTMENT TO PROMULGATE
 RULES--AGENCIES AND DEPARTMENTS TO COOPERATE.--
- A. By July 1, 2024, the department shall adopt and promulgate rules to implement the provisions of the Paid Family and Medical Leave Act.
- B. State agencies and departments shall cooperate .223784.6

2	information and services necessary to carry out the provisions
3	of the Paid Family and Medical Leave Act.
4	SECTION 14. TEMPORARY PROVISIONPAID FAMILY AND MEDICAL
5	LEAVE IMPLEMENTATION ADVISORY COMMITTEECREATEDPURPOSE
6	MEMBERS
7	A. The "paid family and medical leave
8	implementation advisory committee" is created in the workforce
9	solutions department. The advisory committee consists of
10	thirteen members appointed by the secretary of workforce
11	solutions. Members of the advisory committee include:
12	(l) a representative of a nonprofit
13	organization that advocates for women and girls;
14	(2) a representative of an organization that
15	advocates for individuals fifty years of age or older;
16	(3) a representative of a statewide chamber of
17	commerce;
18	(4) two representatives of a small business
19	development center advisory council;
20	(5) a representative of a medical society with
21	expertise in the care of children;
22	(6) a member representing the parents of
23	newborn children;
24	(7) a member representing adoptive and foster
25	parents;
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with the secretary to timely and efficiently provide the

	(8)	a member	representing	unpaid	family
caregivers;					

- (9) the director of the commission on the status of women;
- (10) a representative of a university-based bureau of business and economic research;
- (11) a representative of an organization with expertise in chronic illnesses; and
- (12) a representative of an organization with expertise in disabilities.
- B. The paid family and medical leave implementation advisory committee shall provide input regarding best practices for the efficient and timely development, implementation and promulgation of rules and educational materials to carry out the provisions of the Paid Family and Medical Leave Act.
- C. The secretary of workforce solutions shall consult with the paid family and medical leave implementation advisory committee at least quarterly as rules are developed to implement a program pursuant to the Paid Family and Medical Leave Act.
- D. Members of the paid family and medical leave implementation advisory committee are not entitled to per diem and mileage expenses. The workforce solutions department shall provide staff for the committee.
- E. The paid family and medical leave implementation .223784.6

advisory committee shall function from the date of its appointment, which shall be no later than October 1, 2023, until January 1, 2025.

SECTION 15. TEMPORARY PROVISION--REPAYMENT OF APPROPRIATION.--Beginning January 1, 2026, six million dol

APPROPRIATION.--Beginning January 1, 2026, six million dollars (\$6,000,000) shall be transferred from the paid family and medical leave fund at the end of each fiscal year to the general fund until the total transfers pursuant to this section equal the total amount of an appropriation made to the workforce solutions department in the 2023 legislative session.

SECTION 16. APPROPRIATION.--Thirty-six million five hundred thousand dollars (\$36,500,000) is appropriated from the general fund to the workforce solutions department for expenditure in fiscal years 2024 and 2025 for administrative costs associated with the implementation of the Paid Family and Medical Leave Act. Any unexpended or unencumbered balance remaining at the end of fiscal year 2025 shall revert to the general fund.

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Directo	or's Report	Date: 12/13/2023	
Name: Brianna	a Ventura	Department: HR/AA	
Vacancies in	Department: 0		_
Activities:			
•	On December 7, 2023, I attended (via zoom)) a very informative training by Mark Allen (Loss Prevention Attorney, N	MC) on the Pregnant
	Workers' Fairness Act. This training outline	e what Supervisors/Employers need to know about the newly passe	ed federal law.
•	Attended the Volunteer Fire Chief's Meetin	ng on December 7, 2023. Meeting was well attended and was very	informative.
•	Submitted the required EEO-4 report on Do	December 5, 2023	
•	Attended the Lincoln County Audit Exit Med	eeting on November 27th along with Chairman Proctor, Finance, Co	unty Manager,
	County Treasurer and Chief Deputy Treasu	surer.	
•	I attended the SunZia strategic planning me	eeting with Sheriff Michael Wood and his staff. Very informative and it	was great to see the
	collaborative efforts between all entities inv	volved.	
•	Received 2024 Labor Law Posters and will	Il be dispersing to all offices/departments necessary, by January 1,	2024.
•	Filled ACO/Civil Process Server position, temp	porary road laborer position and cook position at the Hondo Senior Cent	er so please welcome
	Calli Maldonado, Seth Anderson and Timo	othy Lopez to the Lincoln County Team.	
Future Proj	ects / Plans:		



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 14

SUBJECT:

Senior Citizen's Centers:

- a. Discussion and Approval to Renew Cooperative Agreement and Lease for the Corona Senior Citizen's Center Between the County of Lincoln and the Village of Corona
- b. Approval of Capital Appropriation Project Agreement for Capitan Senior Citizen Center in the Amount of \$34,284.00 to Purchase and Equip Vehicles
- c. Approval of Capital Appropriation Project Agreement for Carrizozo Senior Citizen Center in the Amount of \$48,429.00 to Purchase and Equip Vehicles
- d. Approval of Capital Appropriation Project Agreement for Corona Senior Citizen Center in the Amount of \$34,284.00 to Purchase and Equip Vehicles
- e. Approval of Capital Appropriation Project Agreement for **Hondo** Senior Citizen Center in the Amount of \$30,000.00 to Purchase and Equip Vehicles
- f. Approval of Capital Appropriation Project Agreement for **Ruidoso Downs** Senior Citizen Center in the Amount of \$48,429.00 to Purchase and Equip Vehicles

COOPERATIVE AGREEMENT AND LEASE CORONA SENIOR CITIZENS CENTER

THIS AGREEMENT, entered into this 18th day of February, 2014, by and between the VILLAGE OF CORONA, a New Mexico municipal corporation, whose address is P. O. Box 37, Corona, New Mexico, 88318, hereinafter referred to as "Corona," and THE COUNTY OF LINCOLN, whose address is P. O. Box 711, Carrizozo, New Mexico, 88301, hereinafter referred to as "County."

1. Corona does hereby lease and the County does hereby take as Lessee the property commonly known as "THE CORONA SENIOR CITIZENS' CENTER," more particularly described as follows:

Lots Five (5) and Six (6), Block Three (3), of O.P. Addition to the Town of Corona, Lincoln County, New Mexico.

2. The premises shall be used by the County for the purpose of conducting all those activities usual and necessary for the operation of a senior citizen's center. The County shall have complete management of the leased property, providing that it shall also continue to be made available to the general public for civic-type meetings. All public civic-type meetings shall be scheduled and approved by County and the use of said facilities shall be at a reasonable charge to the user and/or to the general public for cleaning.

Corona shall be responsible for insuring that the subject property is in compliance with the Americans with Disabilities Act, and shall bear all costs in connection with bringing said property into compliance with all requirements of the Americans With Disabilities Act.

The County shall comply with all Federal, State, Municipal and other laws, ordinances, rules and regulations applicable to the premises and business conducted therein by the County.

3. The term of this Lease shall be for a period of ten (10) years beginning on February 18, 2014, and ending on February 17, 2024, both dates inclusive, unless sooner terminated as provided herein. The County shall have immediate occupancy of the premises. The County shall have the option of renewing this Cooperative Agreement and Lease under the same terms and conditions as herein set forth in the original basic term, provided that

- the County fully and faithfully performed all the County's duties and obligations during the original basic term.
- 4. As consideration for the Lease, the County agrees to pay Corona rental in the sum of One and No/100 Dollars (\$1.00) per year for the lease term, and other good and valuable consideration, the receipt of which is hereby acknowledged.
- 5. All notices required or permitted to be given hereunder shall be considered properly given upon delivering the notice in writing to the party to be notified, or mailing the notice by registered or certified mail, return receipt requested, to the party to be notified at such party's address set forth above, or such other address as the party to be notified may have designated by previous written notice to the other.
 - The person authorized to act for Corona for the purpose of receiving notices and demands shall be the Village Clerk at the referenced address. The person authorized to act for the County shall be the County Manager at the referenced address.
- 6. Corona shall be responsible for paying for water and garbage provided to the premises. The County shall be responsible for any other utility service used in, rendered or supplied to the premises throughout the term of this Lease.
- 7. The County, upon payment of the rent herein reserved and upon the performance of all the terms of this Lease, shall at all times during this Lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from Corona or from any other person claiming through Corona.
- 8. Corona and its representatives may enter the leased property, at any reasonable time, for the purpose of inspecting the leased property, performing any work which Corona elects to undertake made necessary by reason of the County's default under the terms of this Lease, showing the leased property for sale, lease, or mortgage financing or posting notices of non-responsibility under any mechanic's lien law.
- 9. Upon termination or expiration of this Lease, the County shall immediately deliver possession of the premises to Corona. The County shall also deliver all keys to the premises to Corona. The County agrees, in the event of termination of this Lease, that all furniture, fixtures, and other property on the premises that were present at the time of signing this Lease or were purchased with State funds under Agreement #94-134 shall become the property of Corona.
- 10. The County shall not assign this Lease, nor sublet the premises, or any part thereof, nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purposes than as above stipulated, without the prior written consent of Corona. Any such assignment or subletting without such consent shall be void, and shall, at the option of Corona, terminate this Lease.

11. The County shall be responsible for all improvements and repairs to the subject premises, and shall keep and maintain in good order, condition, and repair the premises and every part thereof, reasonable wear and tear excepted.

If the County refuses or neglects to commence or complete repairs promptly and adequately, Corona may, but shall not be required to do so, make or complete said repairs and the County shall pay the reasonable cost thereof to Corona upon demand.

- 12. During the term of this Lease, Corona shall carry fire and extended coverage insurance, insuring the improvements constructed by Corona, including the improvements upon the leased premises provided by the County, in such amount as Corona deems necessary to protect Corona's interest.
- 13. The County shall not engage in any activity which would cause Corona's fire or extended coverage insurance to be canceled or the rate therefor to be increased. If at any time during the Lease term the premises are damaged by fire or other casualty, the County shall give immediate notice to Corona or its agent.

If the entire premises are rendered untenantable by reason of fire or other cause, this Lease shall terminate.

In the event of any partial or total destruction of the premises by fire or other cause, the County may, at its option, suspend the County's service to the citizens of the Village of Corona as a senior citizen's center until such time as repairs are completed.

Corona shall not be liable, under any expressed or implied covenant of this Lease, for any damages to the County beyond the loss of rent reserved by this Lease, accruing after any act or breach of covenant for which damages may be sought to be recovered against Corona, except of those caused by sole negligence on the part of Corona, its agents or employees.

- 14. The County shall carry insurance against fire and such other risks as are from time to time included in standard extended coverage insurance for the full insurable value of all improvements provided by the County.
- 15. The County shall procure and maintain throughout the term of this Lease a policy or policies of insurance, at its sole cost and expense, insuring the County against any and all claims, demands, or actions arising out of or in connection with the premises, any condition thereof, and any employee or other person entering the premises, regardless of the reason, for injury to the person or damage to the property on or about the premises. The County shall supply insurance in at least the amount of \$250,000.00 for property damage, \$500,000.00 for each person, and \$500,000.00 per incident in respect to injury of persons (including death). Copies of such policies, together with receipt evidencing

payment of premiums therefor, shall be delivered to Corona prior to the commencement date of this Lease. Not less than fifteen (15) days prior to the expiration date of any policy(s), copies of the renewals thereof (bearing evidence of payment of renewal premiums) shall be delivered to Corona. In the event the County fails to comply with the foregoing insurance requirements, Corona, at Corona's option, may terminate this Lease.

- 16. If the County should remain in possession of the premises after the expiration of the term of this Lease without the execution by Corona and the County of a new lease, then the County shall be deemed to be occupying the premises as a tenant-at-sufferance, subject to all covenants and obligations of this Lease.
- 17. The County shall operate the Corona Senior Citizen's Center, and shall not hold themselves out as agent, employee, or servant of Corona.
- 18. It is understood and agreed between the parties hereto that time is of the essence of this agreement and this applies to all terms and conditions herein.
- 19. The right of Corona under the foregoing shall be cumulative, and the failure on the part of Corona to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.
- 20. This Lease contains the entire agreement between the parties, governs over and supersedes all bid letters, correspondence, discussions, and communications between the parties and may be amended only by express written agreement signed by both parties. This Lease shall be governed by the laws of the State of New Mexico.

EXECUTED AND DELIVERED by the parties as of the first date written above.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

VILLAGE OF CORONA

Mayor

Attest:

Terri Racher

Clerk

Corona Senior Citizens' Center Page 4 of 5 Pages

THE COUNTY OF LINCOLN

By:_

Jackie Powell, Chairwoman Board of County Commissioners

Attest:

Rhonda Burrows

Lincoln County Clerk



STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this _	day of _	, 20, by and	
between the Aging and Long-Term Services Department, hereinafte	er called the	"Department" or abbreviation	
such as "ALTSD", and Lincoln County, hereinafter called the "Gra	ntee". This	Agreement shall be effective a	S
of the date it is executed by the Department.			

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 25, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5324 \$34,284.00 APPROPRIATION REVERSION DATE: 30-JUN-2026 Laws of 2022, Chapter 55, Section 10, Paragraph 25, thirty four thousand two hundred eighty four dollars, (\$34,284.00), to purchase and equip vehicles for the senior center in Capitan in Lincoln county.

The Grantee's total reimbursements shall not exceed thirty four thousand two hundred eighty four dollars (\$34,284.00) (the "Appropriation Amount") minus the allocation for Art in Public Places (\$0.00)¹, zero dollars, if applicable, which equals thirty four thousand, two hundred eighty four dollars (\$34,284.00) 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.

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.

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures 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

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.

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: Lincoln County
Name: Makayla Zonfrilli
Title: County Manager

Address: P.O. Box 711, Carrizozo, NM 88301 Email: mzonfrilli@lincolncountynm.gov

Telephone: 575-808-1379

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: Lincoln County
Name: Renee Montes
Title: Program Director

Address: P.O. Box 711, Carrizozo, NM 88301, rmontes@lincolncountynm.gov

Telephone: 575-648-2121

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

Department: Aging and Long-Term Services Department

Name: Monica Cordova/Elizabeth Chavez

Title: Project Coordinator/Capital Outlay Bureau Chief

Address: 2550 Cerrillos Road, Santa Fe, NM 87505

Email: monica.cordova@altsd.nm.gov /elizabeth.chavez@altsd.nm.gov

Telephone: 505-709-7982 / 505-365-3804

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, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
 - (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
 - (i) The Grantee must submit a Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
 - B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement,

misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Lincoln County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lincoln 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 Lincoln County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lincoln 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Lincoln County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Lincoln County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. 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.

Signature of Official with Authority to Bind Grantee	
Entity Name	
By:	_
By:(Type or Print Name)	
Its:	
Its:(Type or Print Title)	
Date	
AGING AND LONG-TERM SERVICES DEP	ARTMENT
By:	
Its: Cabinet Secretary or Designee	
Date	

GRANTEE



EXHIBIT 1 ALTSD CAPITAL OUTLAY GRANT MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

HEW HIXI CD	MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT						
TERM VICES	MONTHLY REPORT (Due on the lest day of the month)	PROJECT TITLE:	PAY REQUEST NO				
antee: Idress:_		mber: DATE: mber: Reporting Period: Grant Expiration Date: Preparer's Name & Phone Number: Zip					
	vide a detailed status of pr Sold □ Plan / De	roject referenced ab			best explain the <u>pro</u> n/Improvements/Ren		s 🗆
	ase in Process 🗆	Substantial Comple		oject Complete □	Other (Please specify	,	
ovide a p	roject update and the anticip	ated unleane for con			SC. Alliach extra sheet if f	reededy	
			REQUEST FOR				
nds Req	unt (Fapplicable) quested to Date: equested This Payment:		Date of Invoice	VENDOR II Vendor N	NVOICE DETAIL (Atta	Amount of Invoice	Amount Applicable to This Grant
FINAL REPORT Fiscal Year Expenditure Period Ending (check one) (Jan-Jun) (Jul-Dec) Fiscal Year				Amount Requested	This Payment:		
re r	MONTHLY REPORT: I hereby equirements of the Grant Ag INAL REPORT: I hereby certicoordance with all requirementating balance is requeste ROCUREMENT METHOD: Graquest. TION: Under penalty of law, ocumented, are valid expendentity is in full compliance with the compliance with the compliance of the compliance with the complianc	reement, and in com fy that the aforemen ents of the Grant Agr ed to be reverted to t antee received appro- I hereby certify to the litures or actual recei	npliance with all ot ntioned Capital Ou reement, and in co the appropriate fu oval from ALTSD a e best of my know ipts; and comply w	her applicable requirem tlay Project funds have in mpliance with all other nding source. Ind Notice of Obligation ledge and belief, the ab ith NIM State Procureme	nents. been completed and it applicable state/ regular was issued and signs ove information is count to code NIMSA 13-1-2	funds were expenulatory requirement ed prior to reimbourrect; expenditure through 13-1-19	ded in ents. The ursement es are
irantee Fl	iscal Officer Signature & Prin	ted Name		Grantee Re	presentative Signatur	e & Printed Name	e (Preparer)
ertify that f	the ALTSD Financial and vendo	or file information agree	STATE AGENC with the above sub				
		_					

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Gran	ntee #
DATE:	
FROM: Grantee:	
Grantee Official Representative:	
SUBJECT: Notice of Obligation to Reimbu	arse Grantee
Grant Number:	
Grant Termination Date:	
	partment for Grant Agreement number
	artment, I certify that the Grantee has submitted to the Department the 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:	
	of Obligation to Reimburse Grantee for permissible purposes within to all the terms and conditions of the above referenced Grant
Grant Amount (Minus AIPP if applicable): The Amount of this Notice of Obligation:	Notices of Obligation
The Total Amount of all Previously Issued	e e
The Total Amount of all Notices of Obligat Note: Contract amounts may exceed the total grant	t 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.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Lincoln County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department <u>prior</u> to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Lincoln County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM SCOPE OF WORK (SOW)

Name of Grantee/ Fiscal Agent: Lincoln County
 Project Title: CAPITAN SENIOR CTR-VEH
 Grant Agreement Number: A22-G5324

- 4. Background Narrative: This project came to be as a result of needing to replace a meal delivery vehicle due to age and condition. This vehicle is over 10 years old, exceeds the 100,000 miles and has multiple mechanical issues. The funding will assist the senior center to replace the older vehicle so they can continue providing meals to our home bound clients in the area. Our program operates five days a week at five sites in five communities across Lincoln County. Each site provides congregate meals, home delivered meals and transportation which cannot be accomplished without the use of safe, reliable vehicles. Funding for this project helps alleviate hardships on both staff and seniors by increasing efficiency, safety and timely meal delivery to those home bound seniors, who depend on these meals, allowing them to stay in their own homes as long as possible.
- 5. Work Plan: The funds will be used to purchase, equip and install a vehicle which will support the congregate, home delivered meals and transportation services in the area. The project will begin in October 2023 and be completed March 2026 with quotes secured, bids reviewed and selection made, with NOO submitted, progress reports updated, requests for payment and other supporting documents submitted to ALTSD by June 2026. As stated in the proposal, the projected total cost is \$34,284. Deliverables of this project include higher safety levels with meal deliveries allowing for more efficiency and higher quality of meals. Additionally, since many seniors report feeling lonely or isolated, providing home delivered meals will be beneficial to their well-being.

6. Budget Detail:

Project Cost Activities (These are only	Other Funds	State Funds
examples. Insert activities specific to the		
proposed project.)		
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$34,284
Other Costs (specify)		
AIPP (if applicable)		
Totals		#34,284

- 7. **Performance Measures**: Funds will be spent to purchase a new vehicle to provide meals in a safer manner and alleviate risks by maintaining proper food temperatures tour elderly, frail home bound seniors who are more susceptible to illness. The center must do as much as possible to control the risk of potential illness. These seniors depend on this service o home delivered meals for daily sustenance, maintaining their health and fighting senior hunger. This is a vital service needed in order to help our clientele remain self-sufficient and able to accomplish tasks important to their everyday needs.
- **8. Results Expected**: Our objective is to reach those individuals who may be living in remote, isolated, rural areas of our County, those seniors with the greatest social and economic need, those with limited English proficiency, and those at risk of being institutionalized. We strive to provide services to those who are at high risk of illness, malnutrition, or institutionalization so they may remain in the comfort and privacy of their own homes, living with dignity. The purchase of the new vehicle will allow our center to continue providing quality services to the seniors in our area.

9.

Time Frame/ **Milestones**: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (*These are only examples. Insert milestones specific to the proposed project.*)

	T
RFP/Quotes Secured	10/2023 Month1
Bid Closing	11/2023 Month 2
Bid Award to Contractor/Vendor	12/2023 Month 3
Choose the appropriate project-type from below:	Type the number of months appropriate to the project-type:
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	1/2024-12/2024 Months 4-12
Project Completion & Review	12/2024-3/2025 Months 12-15
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	10/2023-5/2025 Months 1-16

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Renee Montes
Title: Program Director
Address: PO BOX 519 Carrizozo, NM 88301
Email: Rmontes@lincolncountynm.gov
Phone: 575-648-2121

Name: Makayla Zonfrilli
Title: County Manager
Address: PO Box 711 Carrizozo, NM 88301 Email:
Email: mzonfrilli@lincolncountynm.gov
Phone: 57-808-1379

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and Lincoln 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 2022, Chapter 55, Section 10, Paragraph 26, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5325 \$48,429.00 APPROPRIATION REVERSION DATE: 30-JUN-2026 Laws of 2022, Chapter 55, Section 10, Paragraph 26, forty eight thousand four hundred twenty nine dollars, (\$48,429.00), to purchase and equip vehicles for the Carrizozo senior center in Lincoln county.

The Grantee's total reimbursements shall not exceed forty eight thousand four hundred twenty nine dollars (\$48,429.00) (the "Appropriation Amount") minus the allocation for Art in Public Places (\$ 0.00)¹, zero dollars, if applicable, which equals forty eight thousand, four hundred twenty nine dollars (\$48,429.00).

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.

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.

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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: Lincoln County
Name: Makayla Zonfrilli
Title: County Manager

Address: P.O. Box 711, Carrizozo, NM 88301 Email: mzonfrilli@lincolncountynm.gov

Telephone: 575-808-1379

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: Lincoln County
Name: Renee Montes
Title: Program Director

Address: P.O. Box 711, Carrizozo, NM 88301, Email: rmontes@lincolncountynm.gov

Telephone: 575-648-2121

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

Department: Aging and Long-Term Services Department

Name: Monica Cordova/Elizabeth Chavez

Title: Project Coordinator/Capital Outlay Bureau Chief

Address: 2550 Cerrillos Road, Santa Fe, NM 87505

Email: monica.cordova@altsd.nm.gov/elizabeth.chavez@altsd.nm.gov

Telephone: 505-709-7982 / 505-365-3804

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, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
 - (i) The Grantee must submit a Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
 - B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Lincoln County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lincoln 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 Lincoln County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lincoln 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Lincoln County may early terminate this contract by providing Contractor written notice of such

termination. In the event of termination pursuant to this paragraph, the Lincoln County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. 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.

Signature of Official with Authority to Bind Grantee	-
Entity Name	-
By:	_
By:(Type or Print Name)	
Its:(Type or Print Title)	_
(Type or Print Title)	
Date	-
AGING AND LONG-TERM SERVICES DEI	PARTMENT
By:	-
Its: Cabinet Secretary or Designee	
Date	-

GRANTEE



EXHIBIT 1

City State Zip Idease provide a detailed status of project referenced above. Please check the box that would best explain the project phase. Bonds Sold Plan / Design Bid Documents Construction/Improvements/Renovation in Process Purchase in Process Substantial Completion Project Complete Other (Please specify in nametive section) rovide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed) Request for Payment	Captable Number: Grant Number: Reporting Period: Grant Expiration Date:	HEIM		MONTHLY /		CAPITAL OUT PORT FORM &		T FOR PAYMENT		
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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

otice of Obligation to Reimburse Grantee #
ATE:
O: Department Representative:
UBJECT: Notice of Obligation to Reimburse Grantee Grant Number: Grant Termination Date:
s the designated representative of the Department for Grant Agreement number
endor or Contractor:hird Party Obligation Amount:
endor or Contractor: hird Party Obligation Amount:
endor or Contractor: hird Party Obligation Amount:
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 greement.
rant 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: Interior Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.
department Rep. Approver: itle: gnature: mate:

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.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Lincoln County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department <u>prior</u> to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Lincoln County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM SCOPE OF WORK (SOW)

Name of Grantee/ Fiscal Agent: Lincoln County
 Project Title: CARRIZOZO SENIOR CTR-VEH

3. Grant Agreement Number: A22-G5325

- 4. Background Narrative: This project came to be as a result of needing to replace a handicap equipped vehicle due to age and condition. This vehicle is over 10 years old, exceeds the 100,000 miles and has multiple mechanical issues. The funding will assist the senior center to replace the older vehicle so they can continue providing services to our clients in the area. Our program operates five days a week at five sites in five communities across Lincoln County. Each site provides congregate meals, home delivered meals and transportation which cannot be accomplished without the use of safe, reliable vehicles. Funding for this project helps alleviate hardships on both staff and seniors by increasing efficiency, safety and timely services to those seniors, who depend on these services, allowing them to stay in their own homes as long as possible.
- 5. Work Plan: The funds will be used to purchase, equip and install a vehicle which will support the congregate, home delivered meals and transportation services in the area. The project will begin in October 2023 and be completed March 2026 with quotes secured, bids reviewed and selected, submission of NOO, progress reports updated, requests for payment and other supporting documents submitted to ALTSD by June 2026. As stated in the proposal, the projected total cost is \$48,429. Deliverables of this project include higher safety levels with transportation allowing for more efficiency and higher quality of services. Additionally, since many seniors report feeling lonely or isolated, providing those with mobility issues services will be beneficial to their well-being.

6. Budget Detail:

Project Cost Activities (These are only	Other Funds	State Funds
examples. Insert activities specific to the		
proposed project.)		
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$48,429
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$48,429

- 7. **Performance Measures**: Funds will be spent to purchase a new vehicle to provide transportation to those seniors with mobility issues in a safer manner and alleviate risks by allowing them easier access. The center must do as much as possible to control the risks involved with the frail and elderly clients who need transportation to medical appointments. The seniors in this area depend on these services. This is a vital service needed in order to help our clientele remain self-sufficient and able to accomplish tasks important to their everyday needs.
- **8. Results Expected**: Our objective is to reach those individuals who may be living in remote, isolated, rural areas of our County, those seniors with the greatest social and economic need, those with limited English proficiency, and those at risk of being institutionalized. We strive to provide services to those who are at high risk of illness, malnutrition, or institutionalization so they may remain in the comfort and privacy of their own homes, living with dignity. The purchase of the new vehicle will allow our center to continue providing quality services to the seniors in our area.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. *(These are only examples. Insert milestones specific to the proposed project.)*

RFP/Quotes Secured	10/2023 Month 1
Bid Closing	11/2023 Month 2
Bid Award to Contractor/Vendor	12/2023 Month 3
Choose the appropriate project-type from below:	Type the number of months appropriate to the project-type:
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	1/2024-12/2024 Month 4-14
Project Completion & Review	1/2025 Month 15
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	10/2023-2/2025 Months 1-16

10. Responsible Staff (include Project Manager and Fiscal Contact):

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this _	day of _	, 20	, by and
between the Aging and Long-Term Services Department, hereinafte	er called the	"Department" or	abbreviation
such as "ALTSD", and Lincoln County, hereinafter called the "Gra	ntee". This	Agreement shall	be effective as
of the date it is executed by the Department.			

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 27, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5326 \$34,284.00 APPROPRIATION REVERSION DATE: 30-JUN-2026 Laws of 2022, Chapter 55, Section 10, Paragraph 27, thirty four thousand two hundred eighty four dollars, (\$34,284.00), to purchase and equip vehicles for the Corona senior center in Lincoln county.

The Grantee's total reimbursements shall not exceed thirty four thousand two hundred eighty four dollars (\$34,284.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, zero dollars, (\$0.00)¹, if applicable, which equals thirty four thousand, two hundred eighty four dollars (\$34,284.00).

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.

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.

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures 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

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.

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: Lincoln County
Name: Makayla Zonfrilli
Title: County Manager

Address: P.O. Box 711, Carrizozo, NM 88301 Email: mzonfrilli@lincolncountynm.gov

Telephone: 575-808-1379

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: Lincoln County
Name: Renee Montes
Title: Program Director

Address: P.O. Box 711, Carrizozo, NM 88301, rmontes@lincolncountynm.gov

Telephone: 575-648-2121

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

Department: Aging and Long-Term Services Department

Name: Monica Cordova/Elizabeth Chavez

Title: Project Coordinator/Capital Outlay Bureau Chief

Address: 2550 Cerrillos Road, Santa Fe, NM 87505

Email: monica.cordova@altsd.nm.gov/elizabeth.chavez@altsd.nm.gov

Telephone: 505-709-7982 / 505-365-3804

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, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
 - (i) The Grantee must submit a Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
 - B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Lincoln County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lincoln 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 Lincoln County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lincoln 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Lincoln County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Lincoln County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. 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.

Signature of Official with Authority to Bind Grantee	
E. d. M	-
Entity Name	
By:	_
By:(Type or Print Name)	
Its:	_
Its:(Type or Print Title)	
Date	
AGING AND LONG-TERM SERVICES DEF	ARTMENT
By:	-
Its: Cabinet Secretary or Designee	
Date	-

GRANTEE



EXHIBIT 1 ALTSD CAPITAL OUTLAY GRANT MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT

HEW HALLED		MONTHLY		RT FORM & R		OR PAYMENT		
NG & -TERM VICES	MONTHLY REPORT (Due on the lest day of the month)	PROJECT TITLE	:			PAY REQU	JEST NO	
Bonds Purcha	vide a detailed status of p	City State project referenced a esign Substantial Comple	Zp bove. Please ch Bid Documents etion □ F	parer's Name & eck the box tha Co roject Complete	Phone Nun it would bes	nber: et explain the <u>proj</u> nprovements/Ren Other (Please specify	ject phase. ovation in Proces in namative section)	s 🗆
			REQUEST FO	OR PAYMENT				
				VE	NDOR INVO	DICE DETAIL (Atta	ch extra sheet if needs	ed)
nds Req	unt (Fapplicable) juested to Date: equested This Payment:		Date of Invoice		Vendor Name		Amount of Invoice	Amount Applicable to This Grant
iscal Ye theck one Jan-Jun)	•	nding			An	nount Requested	This Payment:	
re Fi ai re Pi	MONTHLY REPORT: I herebequirements of the Grant A INAL REPORT: I hereby cer ccordance with all requirer emaining balance is reques ROCUREMENT METHOD: G equest.	greement, and in cor tify that the aforeme nents of the Grant Ag ted to be reverted to grantee received app	mpliance with all ontioned Capital O greement, and in on the appropriate from ALTSD	other applicable utlay Project fur compliance with unding source. and Notice of C	requirement ods have bee all other app obligation wa	ts. In completed and folicable state/ regular is issued and signe	funds were exper ulatory requireme ed prior to reimb	ded in ents. The ursement
perly do	ION: Under penalty of law cumented, are valid expen ctivity is in full compliance	ditures or actual rece	eipts; and comply	with NM State Pr	rocurement (Code NMSA 13-1-2	1 through 13-1-19	
rantee Fi	scal Officer Signature & Pri	inted Name	-	Gr	antee Repre	sentative Signatur	e & Printed Name	e (Preparer)
				CY USE ONLY				
ertify that t	the ALTSD Financial and ven	dor file information agre	e with the above su	bmitted informatio	n.			
LTSD Fiso	cal	Date	-	_	TSD Capital F	Projects Bureau		Date
		/\ \	1 of	9	2	<i>></i>		

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse	e Grantee #
DATE:	
FROM: Grantee:	
Grantee Official Representative:	
SUBJECT: Notice of Obligation to R Grant Number:	eimburse Grantee
Grant Termination Date:	
entered into between Grantee and the	the Department for Grant Agreement numbere Department, I certify that the Grantee has submitted to the Department the sted, 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:	
	Notice of Obligation to Reimburse Grantee for permissible purposes within subject to all the terms and conditions of the above referenced Grant
Grant Amount (Minus AIPP if applic The Amount of this Notice of Obliga The Total Amount of all Previously In The Total Amount of all Notices of O Note: Contract amounts may exceed the total	ssued Notices of Obligation:
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.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Lincoln County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department <u>prior</u> to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Lincoln County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM

1. Name of Grantee/ Fiscal Agent: Lincoln County

Project Title: CORONA SENIOR CTR-VEH
 Grant Agreement Number: A22-G5326

- 4. Background Narrative: This project came to be as a result of needing to replace a meal delivery vehicle due to age and condition. This vehicle is over 10 years old, exceeds the 100,000 miles and has multiple mechanical issues. The funding will assist the senior center to replace the older vehicle so they can continue providing meals to our home bound clients in the area. Our program operates five days a week at five sites in five communities across Lincoln County. Each site provides congregate meals, home delivered meals and transportation which cannot be accomplished without the use of safe, reliable vehicles. Funding for this project helps alleviate hardships on both staff and seniors by increasing efficiency, safety and timely meal delivery to those home bound seniors, who depend on these meals, allowing them to stay in their own homes as long as possible.
- 5. Work Plan: The funds will be used to purchase, equip and install a vehicle which will support the congregate, home delivered meals and transportation services in the area. The project will begin in October 2023 and be completed March 2026 with quotes secured, bids reviewed and selected, NOO submitted, progress reports updated, requests for payment and other supporting documents submitted to ALTSD by June 2026. As stated in the proposal, the projected total cost is \$34,284. Deliverables of this project include higher safety levels with meal deliveries allowing for more efficiency and higher quality of meals. Additionally, since many seniors report feeling lonely or isolated, providing home delivered meals will be beneficial to their well-being.

6. Budget Detail:

Project Cost Activities (These are only	Other Funds	State Funds
examples. Insert activities specific to the	omer runus	State I unus
1 1 0		
proposed project.)		
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
*NOTE: Equipment purchased with capital appropriations		
must be valued at \$10,000.00 or more.		
Meals Equipment		
*NOTE: Equipment purchased with capital appropriations		
must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$34,284
Other Costs (specify)		
AIPP (if applicable)		·
Totals		\$34,284

- 7. **Performance Measures**: Funds will be spent to purchase a new vehicle to provide meals in a safer manner and alleviate risks by maintaining proper food temperatures tour elderly, frail home bound seniors who are more susceptible to illness. The center must do as much as possible to control the risk of potential illness. These seniors depend on this service o home delivered meals for daily sustenance, maintaining their health and fighting senior hunger. This is a vital service needed in order to help our clientele remain self-sufficient and able to accomplish tasks important to their everyday needs.
- **8. Results Expected**: Our objective is to reach those individuals who may be living in remote, isolated, rural areas of our County, those seniors with the greatest social and economic need, those with limited English proficiency, and those at risk of being institutionalized. We strive to provide services to those who are at high risk of illness, malnutrition, or institutionalization so they may remain in the comfort and privacy of their own homes, living with dignity. The purchase of the new vehicle will allow our center to continue providing quality services to the seniors in our area.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.)

RFP/Quotes Secured	10/2023 Month 1
Bid Closing	11/2023 Month 2
Bid Award to Contractor/Vendor	12/2023 Month 3
Choose the appropriate project-type from below:	Type the number of months appropriate to the project-type:
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	1/2024-12/2024 Month 4-14
Project Completion & Review	1/2025 Month 15
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	10/2023-2/2025 Months 1-16

Responsible Staff (include Project Manager and Fiscal Contact):

Name: Renee Montes
Title: Program Director
Address: PO BOX 519 Carrizozo, NM 88301
Email: Rmontes@lincolncountynm.gov
Phone: 575-648-2121

Name: Makayla Zonfrilli
Title: County Manager

Address: PO Box 711 Carrizozo, NM88301
Email: mzonfrilli@lincolncountynm.gov

Phone: 575-808-1379

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this _____ day of ______, 20___, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and Lincoln 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 2022, Chapter 55, Section 10, Paragraph 28, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5327 \$30,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026 Laws of 2022, Chapter 55, Section 10, Paragraph 28, thirty thousand dollars, (\$30,000.00), to purchase and equip vehicles for the Hondo senior center in Lincoln county.

The Grantee's total reimbursements shall not exceed thirty thousand dollars (\$30,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, zero dollars (\$0.00)¹, if applicable, which equals thirty thousand dollars (\$30,000.00).

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.

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.

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures 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

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.

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:

Lincoln County

Name: Title:

Makayla Zonfrilli County Manager

Address: Email:

P.O. Box 711, Carrizozo, NM 88301 mzonfrilli@lincolncountynm.gov

Telephone:

575-808-1379

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: Lincoln County
Name: Renee Montes
Title: Program Director

Address: P.O. Box 711, Carrizozo, NM 88301, rmontes@lincolncountynm.gov

Telephone: 575-648-2121

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

Department: Aging and Long-Term Services Department

Name: Monica Cordova/Elizabeth Chavez

Title: Project Coordinator/Capital Outlay Bureau Chief

Address: 2550 Cerrillos Road, Santa Fe, NM 87505

Email: monica.cordova@altsd.nm.gov/elizabeth.chavez@altsd.nm.gov

Telephone: 505-709-7982 / 505-365-3804

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, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

- A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:
 - (i) The Grantee must submit a Request for Payment; and
 - (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
 - B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Lincoln County may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lincoln 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 Lincoln County or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lincoln 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Lincoln County may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Lincoln County] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. 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.

Signature of Official with Authority to Bind Grantee	
Entity Name	
By:(Type or Print Name)	
Its:(Type or Print Title)	
(Type or Print Title)	
Date	
AGING AND LONG-TERM SERVICES DEPA	RTMENT
By:	
Its: Cabinet Secretary or Designee	
Date	

GRANTEE



EXHIBIT 1 TSD CAPITAL OUTLAY GRANT

dress:	MONTHLY REPORT (1)				FOR PAYMEN		
dress:		PROJECT TITLE:			PAY REC	DUEST NO	
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NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee #
DATE:
TO: Department Representative:
FROM: Grantee:
Granice 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
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.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Lincoln County.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department <u>prior</u> to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Lincoln County's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM SCOPE OF WORK (SOW)

1. Name of Grantee/ Fiscal Agent: Lincoln County

Project Title: HONDO SENIOR CTR-VEH
 Grant Agreement Number: A22-G5327

- 4. Background Narrative: This project came to be as a result of needing to replace a meal delivery vehicle due to age and condition. This vehicle is over 10 years old, exceeds the 100,000 miles and has multiple mechanical issues. The funding will assist the senior center to replace the older vehicle so they can continue providing meals to our home bound clients in the area. Our program operates five days a week at five sites in five communities across Lincoln County. Each site provides congregate meals, home delivered meals and transportation which cannot be accomplished without the use of safe, reliable vehicles. Funding for this project helps alleviate hardships on both staff and seniors by increasing efficiency, safety and timely meal delivery to those home bound seniors, who depend on these meals, allowing them to stay in their own homes as long as possible.
- 5. Work Plan: The funds will be used to purchase, equip and install a vehicle which will support the congregate, home delivered meals and transportation services in the area. The project will begin in October 2023 and be completed March 2026 with quotes secured, bids received, reviewed, and selected, NOO submitted, progress reports updated, requests for payment and other supporting documents submitted to ALTSD by June 2026. As stated in the proposal, the projected total cost is \$30,000. Deliverables of this project include higher safety levels with meal deliveries allowing for more efficiency and higher quality of meals. Additionally, since many seniors report feeling lonely or isolated, providing home delivered meals will be beneficial to their well-being.

6. Budget Detail:

Project Cost Activities (These are only	Other Funds	State Funds
examples. Insert activities specific to the		
proposed project.)		
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$30,000
Other Costs (specify)		<u> </u>
AIPP (if applicable)		
Totals		\$30,000

- 7. **Performance Measures**: Funds will be spent to purchase a new vehicle to provide meals in a safer manner and alleviate risks by maintaining proper food temperatures tour elderly, frail home bound seniors who are more susceptible to illness. The center must do as much as possible to control the risk of potential illness. These seniors depend on this service o home delivered meals for daily sustenance, maintaining their health and fighting senior hunger. This is a vital service needed in order to help our clientele remain self-sufficient and able to accomplish tasks important to their everyday needs.
- 8. Results Expected: Our objective is to reach those individuals who may be living in remote, isolated, rural areas of our County, those seniors with the greatest social and economic need, those with limited English proficiency, and those at risk of being institutionalized. We strive to provide services to those who are at high risk of illness, malnutrition, or institutionalization so they may remain in the comfort and privacy of their own homes, living with dignity. The purchase of the new vehicle will allow our center to continue providing quality services to the seniors in our area.

9.

Time Frame/ **Milestones**: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.)

RFP/Quotes Secured	10/2023 Month 1
Bid Closing	11/2023 Month 2
Bid Award to Contractor/Vendor	12/2023 Month 3
Choose the appropriate project-type from below:	Type the number of months appropriate to the project-type:
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	1/2024-12/2024 Month 4-14
Project Completion & Review	1/2025 Month 15
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	10/2023-2/2025Months 1-16

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Renee Montes	
Title: Program Director	
Address: PO BOX 519 Car	rizozo, NM 88301
Email: Rmontes@lincolncounty	nm.gov
Phone: 575-648-2121	
Name: Makayla Zonfrilli	
Name: Makayla Zonfrilli Title: County Manager	-12
	izozo, NM 88301
Title: County Manager	

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.

STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this	day of _	, 20	, by and
between the Aging and Long-Term Services Department, hereinafte	er called the	"Department" or	abbreviation
such as "ALTSD", and Ruidoso Downs, hereinafter called the "Gran	ntee". This	Agreement shall	be effective as
of the date it is executed by the Department.			

RECITALS

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 30, 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, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

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:

A22G-5329 \$48,429.00 APPROPRIATION REVERSION DATE: 30-JUN-2026 Laws of 2022, Chapter 55, Section 10, Paragraph 30, forty eight thousand, four hundred twenty nine dollars, (\$48,429.00), to purchase and equip vehicles for the Ruidoso Downs senior center in Ruidoso Downs in Lincoln county;

The Grantee's total reimbursements shall not exceed forty eight thousand four hundred twenty nine dollars (\$48,429.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, zero dollars, (\$0.00)¹, if applicable, which equals forty eight thousand, four hundred twenty nine dollars (\$48,429.00).

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.

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.

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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: Lincoln County
Name: Makayla Zonfrilli
Title: County Manager

Address: P.O. Box 711, Carrizozo, NM 88301 Email: MZonfrilli@lincolncountynm.gov

Telephone: 575-808-1379

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: Ruidoso Downs Name: Sergio Guerrero Title: Site Manager

Address: P.O. Box 1999, Ruidoso Downs, NM 88346,

Email: sguerrero@lincolncountynm.gov

Telephone: 575-378-4659

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

Department: Aging and Long-Term Services Department

Name: Monica Cordova/Elizabeth Chavez

Title: Project Coordinator/Capital Outlay Bureau Chief

Address: 2550 Cerrillos Road, Santa Fe, NM 87505

Email: monica.cordova@altsd.nm.gov/elizabeth.chavez@altsd.nm.gov

Telephone: 505-709-7982 / 505-365-3804

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, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.
- B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.
- D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

<u>ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES</u>

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

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

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

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Ruidoso Downs may immediately terminate this Agreement by giving Contractor written notice of such termination. The Ruidoso Downs'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 Ruidoso Downs or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Ruidoso Downs 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 an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Ruidoso Downs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Ruidoso Downs] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
- 1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
- 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
- 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
 - 1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
- 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 - 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

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

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.

Signature of Official with Authority to Bind Grantee	
Entity Name	
By:	
By:(Type or Print Name)	-
Its:	
Its:(Type or Print Title)	
Date	
AGING AND LONG-TERM SERVICES DEP	PARTMENT
By:	
Its: Cabinet Secretary or Designee	
Date	

GRANTEE



EXHIBIT 1

HEW H20 CD		MONTHLY /		ORT FORM & REQUE			
TERM VICES	MONTHLY REPORT []	PROJECT TITLE:			PAY REQU	EST NO	
Bonds Purcha	vide a detailed status of p	City State project referenced ablesign Substantial Comple	Pr Zip love. Please of Bid Documents	□ Constructi Project Complete □	Number: I best explain the projetion/Improvements/Renormand Other (Please specify in	oct phase. vation in Process	s 🗆
			Requests	FOR PAYMENT			
				VENDOR	INVOICE DETAIL (Attach	extra sheet if needs	ed)
nds Req	unt (fapplicable) juested to Date: equested This Payment:		Date of Invoice	Vendor	Name	Amount of Invoice	Amount Applicable to This Grant
Fiscal Ye (check one (Jan-Jun)	,	nding			Amount Requested T	his Payment:	
re Tre Tre Tre Tre Tre Tre Tre Tre Tre T	MONTHLY REPORT: I herebequirements of the Grant A INAL REPORT: I hereby cer ccordance with all requirem emaining balance is request ROCUREMENT METHOD: G equest. TION: Under penalty of law ccumented, are valid expen- ctivity is in full compliance v	greement, and in com ify that the aforement nents of the Grant Agr ted to be reverted to the rantee received appro- , I hereby certify to the ditures or actual receiver.	pliance with al tioned Capital eement, and in the appropriate oval from ALTS e best of my kn pts; and compl	other applicable require Outlay Project funds have compliance with all othe funding source. D and Notice of Obligatio towledge and belief, the a y with NM State Procuren	ments. been completed and fur applicable state/ regul on was issued and signed above information is correct Code NMSA 13-1-21	inds were expen atory requirement d prior to reimbourect; expenditure through 13-1-19	ded in ents. The ursement
irantee Fi	scal Officer Signature & Pri	nted Name		Grantee R	epresentative Signature	& Printed Name	e (Preparer)
sortific that i	the ALTSD Financial and vend	lar file information acres		NCY USE ONLY			
erury that t	ire ALTOD FINANCIAL AND VENO	or me information agree	with the above s	sucritized information.			
ALTSD Fisc	pal	Date		ALTSD Ca	pital Projects Bureau		Date
		^	1 0	1 4 .0	, ,		

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 2

Notice of Obligation to Reimburse Grantee #	
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	t 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 with	in
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 Ren. Approver:	
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.

OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, Ruidoso Downs.

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department <u>prior</u> to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the Ruidoso Downs's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

SCOPE OF WORK

PROJECT DESCRIPTION FORM SCOPE OF WORK (SOW)

Name of Grantee/ Fiscal Agent: Lincoln County
 Project Title: RUIDODO DOWNS SENIOR CTR-VEH

3. Grant Agreement Number: A22-G5329

- 4. Background Narrative: This project came to be as a result of needing to replace a handicap equipped vehicle due to age and condition. This vehicle is over 10 years old, exceeds the 100,000 miles and has multiple mechanical issues. The funding will assist the senior center to replace the older vehicle so they can continue providing services to our clients in the area. Our program operates five days a week at five sites in five communities across Lincoln County. Each site provides congregate meals, home delivered meals and transportation which cannot be accomplished without the use of safe, reliable vehicles. Funding for this project helps alleviate hardships on both staff and seniors by increasing efficiency, safety and timely services to those seniors, who depend on these services, allowing them to stay in their own homes as long as possible.
- 5. Work Plan: The funds will be used to purchase, equip and install a vehicle which will support the congregate, home delivered meals and transportation services in the area. The project will begin in October 2023 and be completed March 2026 with quotes secured, bids received, reviewed and selected, NOO submitted, progress reports updated requests for payment and other supporting documents submitted to ALTSD by June 2026. As stated in the proposal, the projected total cost is \$48,429. Deliverables of this project include higher safety levels with transportation allowing for more efficiency and higher quality of services. Additionally, since many seniors report feeling lonely or isolated, providing those with mobility issues services will be beneficial to their well-being.

6. Budget Detail:

Project Cost Activities (These are only	Other Funds	State Funds
examples. Insert activities specific to the		
proposed project.)		
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment		
*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Vehicle Purchase		\$48,429
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$48,429

- 7. **Performance Measures**: Funds will be spent to purchase a new vehicle to provide transportation to those seniors with mobility issues in a safer manner and alleviate risks by allowing them easier access. The center must do as much as possible to control the risks involved with the frail and elderly clients who need transportation to medical appointments. The seniors in this area depend on these services. This is a vital service needed in order to help our clientele remain self-sufficient and able to accomplish tasks important to their everyday needs.
- **8. Results Expected**: Our objective is to reach those individuals who may be living in remote, isolated, rural areas of our County, those seniors with the greatest social and economic need, those with limited English proficiency, and those at risk of being institutionalized. We strive to provide services to those who are at high risk of illness, malnutrition, or institutionalization so they may remain in the comfort and privacy of their own homes, living with dignity. The purchase of the new vehicle will allow our center to continue providing quality services to the seniors in our area.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (*These are only examples. Insert milestones specific to the proposed project.*)

RFP/Quotes Secured	10/2023 Month 1
Bid Closing	11/2023 Month 2
Bid Award to Contractor/Vendor	12/2023 Month 3
Choose the appropriate project-type from below:	Type the number of months appropriate to the project-type:
Meals Equipment – Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	1/2024-12/2024 Month 4-14
Project Completion & Review	1/2025 Month 15
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	10/2023-2/2025 Months 1-16

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Renee Montes
Title: Program Director
Address: PO Box 519 Carrizozo, NM88301
Email: Rmontes@lincolncountynm.gov
Phone: 575-648-2121

Name: Makayla Zonfrilli
Title: County Manager
Address: PO Box 711 Carrizozo, NM88301
Email:mzonfrilli@lincolncountynm.go
v Phone: 575-808-1379

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 15

SUBJECT:

Road Department:

- a. Capital Projects Update Renegade and Wilson & Co.: Fairgrounds, Lower Eagle Creek, & Palo Verde Phase I Funding; Projects in Construction; Project Going to Construction; 2024 Upcoming Projects
- b. Approval of New Mexico Department of Transportation Local Grant Road Fund Grant Extension Request by Resolution <u>2024-32</u>: a Resolution to Extend the Termination Date of the Local Government Road Fund County Arterial Program Agreement, Contract No. D19377, Control number L200577 from December 31, 2023, to June 30, 2024. Lower Eagle Creek Cap. (County Arterial Program) \$251,137.00 (with County Match)
- c. Approval of New Mexico Department of Transportation Local Grant Road Fund Grant Extension Request by Resolution <u>2024-33</u>: a Resolution to Extend the Termination Date of the Local Government Road Fund Cooperative Agreement, Contract No. D19375, Control number L200563 from December 31, 2023, to June 30, 2024. Co-op \$133,333.00 (with County match).
- d. Informational review regarding the citizen concerns on Dead Man's Canyon Road, Arabela, New Mexico
- e. Approval of Revision to Cooperative Project Agreement for Project Control No. 2104780 (Magado Creek Pedestrian Livestock Bridge) Between the NMDOT and County of Lincoln Funding source reallocation.
- f. Discussion on Colonias Grant Phase II Palo Verde Slopes Loan component & County Match corresponding with Resolution 2024-12 (10% loan \$150,000 & 90% grant \$1,350,000.00).
- g. Discussion on the CAT quotes for a D6 Tractor \$504,400.00 or \$7,092.83 per month for 72 months. (appraisals pending and cost may come down).
- h. Discussion on the CAT quotes for CS12GC Paving \$176,900.00 total and \$2,848.13 per month for 60 months. (appraisals pending and cost may come down).



Capital Projects Update

BOCC Meeting



AGENDA

Discussion Items:

- Capital Projects Update
 - Funding
 - Projects in Construction
 - Pre-Construction Projects
 - 2024 Upcoming Projects



- Title IV Plan- Wilson & Company Task Order
- NMDOT LGRF CN 200577 County Arterial Program- Grant Extension Resolution
- NMDOT LGRF CN 200563 Cooperative Program- Grant Extension Resolution





2023 Funding & Grantsmanship Services

- 2023- Wilson Prepared/Assisted with the Submission on Eight (8)
 Funding Applications for Lincoln County
 - Total Grant Amount Requested: \$9,601,116.02
 - Funding Received to Date: \$1,916,543.00
 - Awaiting award announcements on 3 application requests



2023 Funding & Grantsmanship Services

Lincoln County											
	D	D. D.	D		Funding Grant		Awarded			Funding Grant Amount	
Agency	Program	Due Date	Project	Scope		mount Request	Yes	No	Pending		Received
New Mexico Finance Authority	Colonias Infrastructure Fund	3/8/2023	Palo Verde Slopes Phase 2	Design and Construction	\$	1,500,000.00	X			\$	1,500,000.00
New Mexico Department of Transportation	LGRF Cooperative Agreement	3/15/2023	Eagle Creek Road Phase 2	Design and Construction	\$	112,500.00	X			\$	112,500.00
New Mexico Department of Transportation	Municipal Arterial Program / County Arterial Program	3/15/2023	Eagle Creek Road Phase 2	Design and Construction	\$	400,000.00	X			\$	191,534.00
New Mexico Department of Transportation	School Bus Route	3/15/2023	Eagle Creek Road Phase 2	Design and Construction	\$	112,500.00	X			\$	112,500.00
New Mexico Department of Transportation	Local Government Transportation Project Fund	PFFs due 3/23/23; 5/31/2023	Lincoln County Roadway Maintenance	Construction and Construction Administration	\$	1,900,000.00		X			
Economic Development	Public Works and		Bridge Structural Assessment and Inspection	Planning	\$	65,884.46			X		
Administration- Wilson Assisted Dora Batista (SE NM Economic	Economic Adjustment	8/10/2023	Animal Evacuation Center	Design and Construction	\$	2,880,000.00			X		
Development District)	Assistance Program		Fairgrounds and Arena Improvements Study	Planning	\$	80,266.56			X		
New Mexico Department of Transportation	FHWA Carbon Reduction Funds	Submitted Request Letter on 9/14/2023	Magado Creek Pedestrian Livestock Bridge	Construction	\$	1,359,965.00			X		
New Mexico Finance Authority	Water Trust Board	Phase I - 9/15/2023. Phase II- 1/25/2023	Magado Creek Concrete Box Culvert	Final Design, Permitting, and Construction	\$	1,190,000.00			X		
Totals					\$	9,601,116.02				\$	1,916,534.00



UPCOMING FUNDING OPPORTUNTIES

NMDOT

- LGRF
 - Cooperative Program, County Arterial, School Bus Route
 - Applications due 3/15/2024
 - Project Selection:
 - Eagle Creek Phase 3 Roadway Reconstruction

Transportation Project Fund

- Applications due Mid March 2024
- Application Submitted through the Southeast Regional Planning Transportation Organization (SERPTO)
- Project Category- Roadway Pavement Preservation/Maintenance
- Various Routes
 - Carrizozo Area- 18th Street & Airport Road
 - Capitan Area- Dawson Street & Bancroft
 - Ruidoso Area- High Mesa Road
 - San Patricio Area -El Valle Loop
 - Alto/Angus Area- Enchanted Forest Loop



Construction Projects

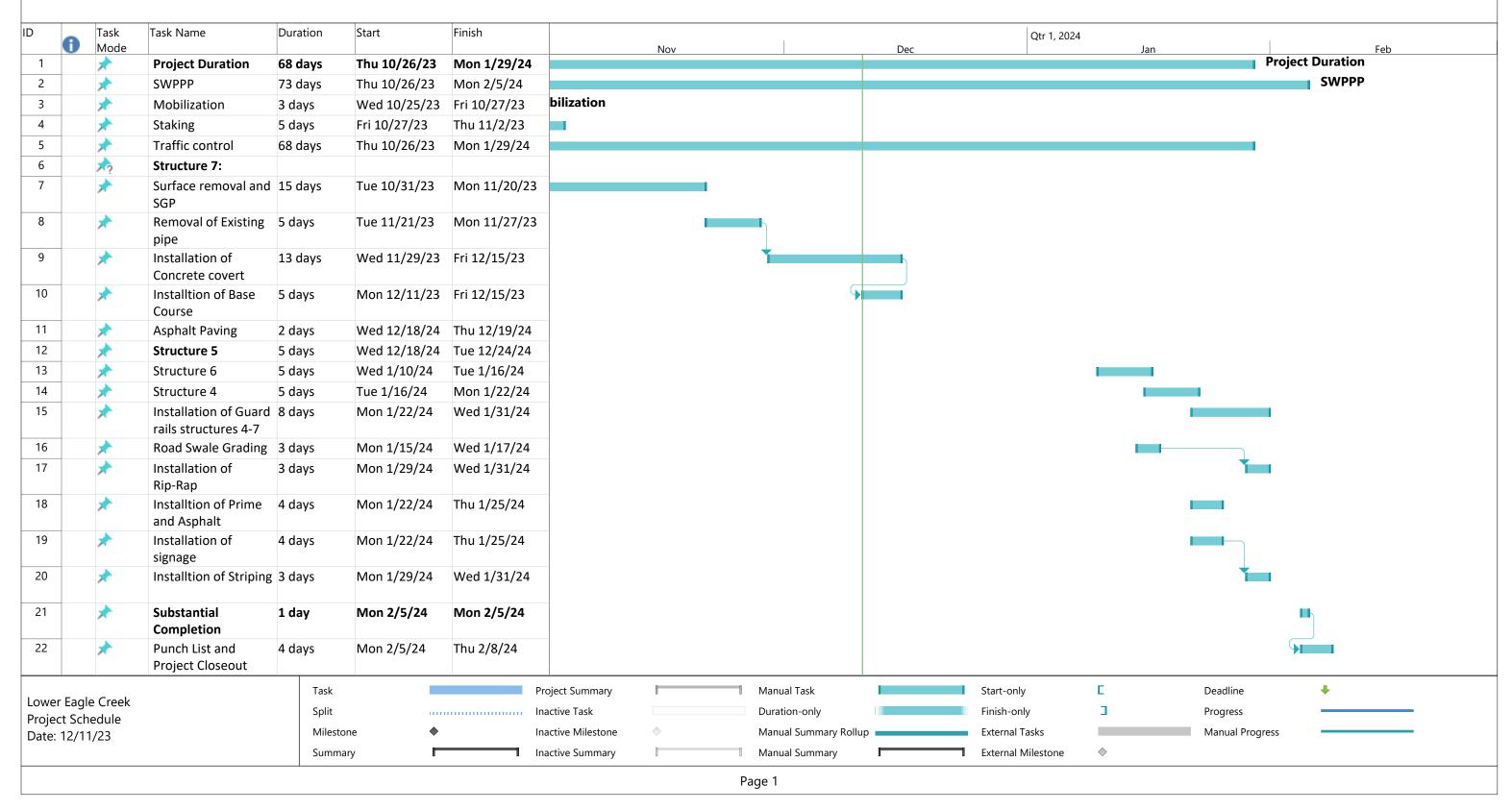
- Lower Eagle Creek Drainage Improvements
 Phase 1
 - Contractor- Renegade Construction
 - Scope of Improvements- 4 Major Drainage Culvert Replacements
 - Funded by NMDOT Local Government Road Fund
 - Current Schedule:
 - Contract Time: 60 working days.
 - Substantial Completion: On or before 1/29/2024
 - Final Completion: On or before 1/29/2024
 - Jr. Bill Monies will fund a Change Order for the Construction of Additional Culvert Structures.
 - Schedule will be revised accordingly.





LOWER EAGLE CREEK PHASE 1 DETAILED SCHEDULE

Renegade Construction LLC



Construction Projects

• Fairgrounds

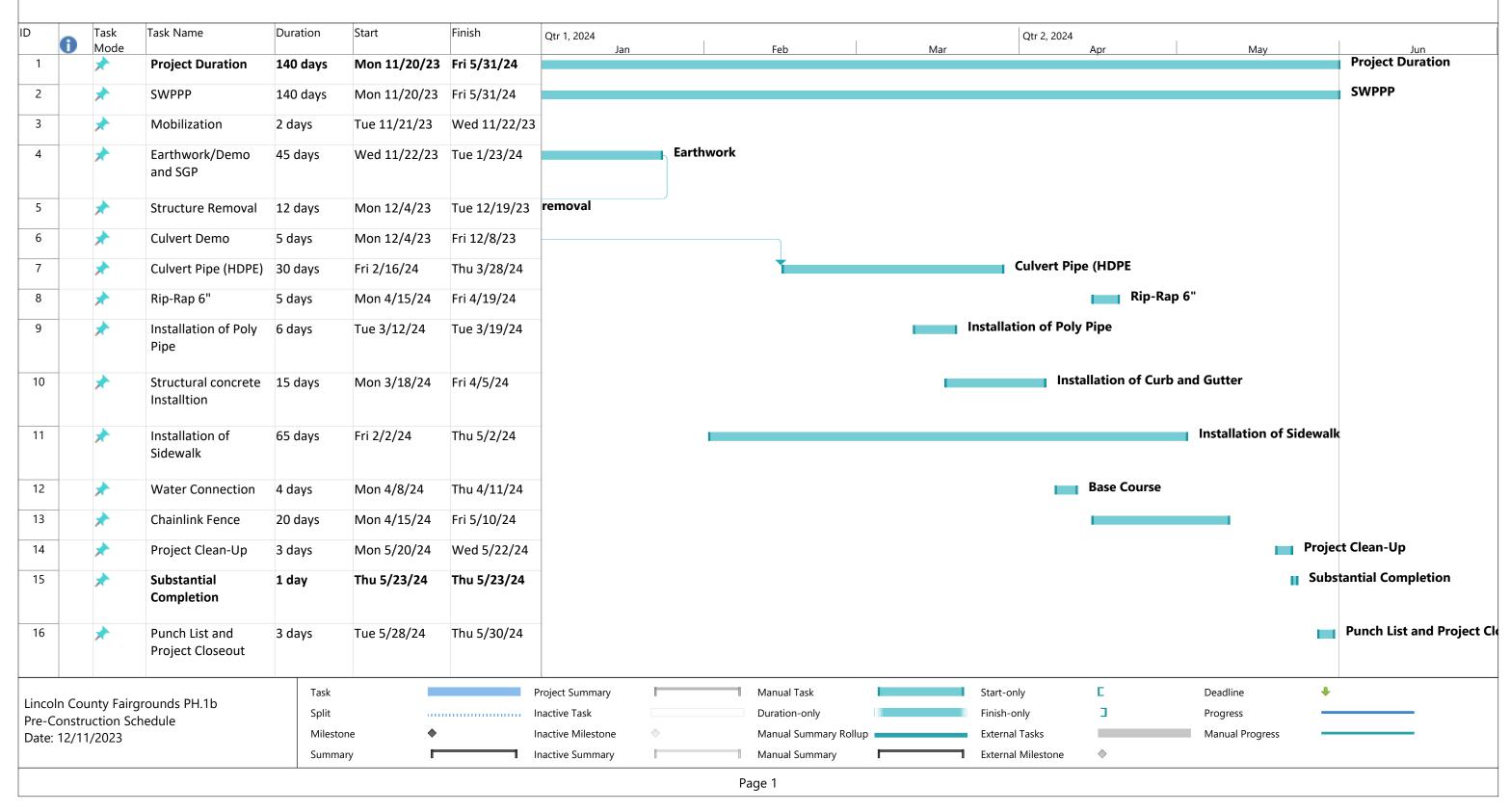
- Contractor- Renegade Construction
- Phase 1B Scope of Work:
 - Demolition, Drainage Improvements, Storm Drain System, Grading, Pond, Sidewalk, Perimeter Fencing Wash Rack
- Schedule:
 - Demolition and Site Grading: Currently On-going
 - Storm Drain and Sidewalk- February through early May
 - Wash Rack March through May
 - Parking Lot Punchlist Items- March
 - Final Completion: On or before 5/31/2024





FAIRGROUNDS DETAILED SCHEDULE

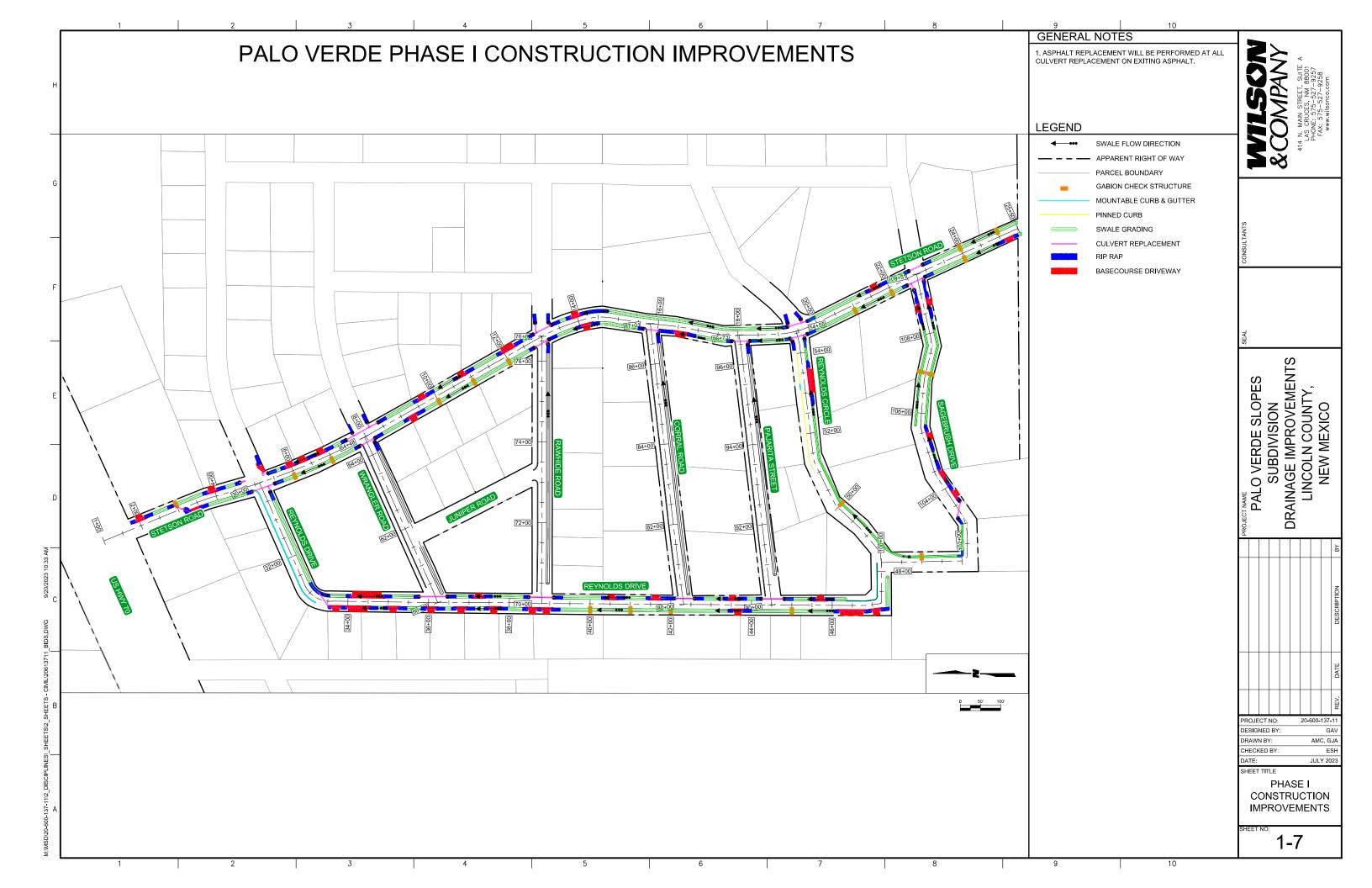
Renegade Construction LLC



Upcoming Construction Projects

- Palo Verde Slope Subdivision Drainage Improvements Phase 1
 - Contractor- Renegade Construction
 - Scope of Work:
 - Culvert Replacement, Roadside Swale Grading & Miscellaneous Drainage Enhancements
 - Funding: Colonias Infrastructure Fund
 - Schedule:
 - Start Date: 1/22/2024
 - Contract Time: 120 Working Days
 - Final Completion: On or before 7/2/2024

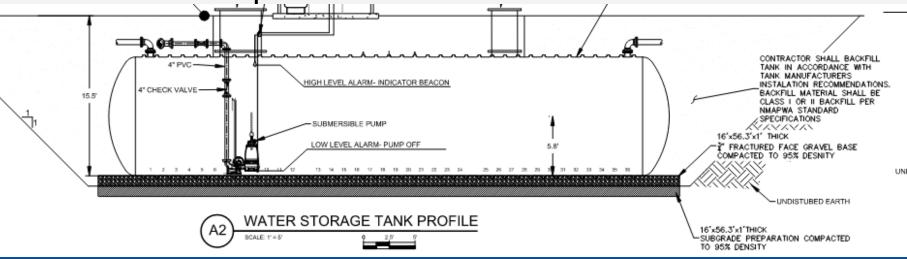




Upcoming Construction Projects

- Project- Nogal Fire Station- Water Storage System
 - Contractor- MP Chavez Enterprises
 - Funded by (2) State Fire Fund Grants
 - Scope of Improvements:
 - 40,000-gallon Underground Tank & Associated Earthwork
 - 250 Gallon Per Minute Pump, Piping & Fire Hydrant
 - Building Rain Harvesting System
 - Schedule:
 - Start Date: 1/8/2024
 - Contract Time: 120 Calendar Days

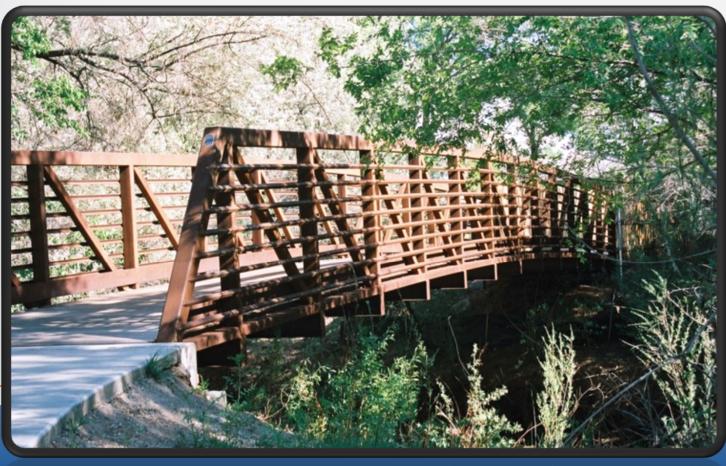
• Final Completion: On or before 5/7/2024

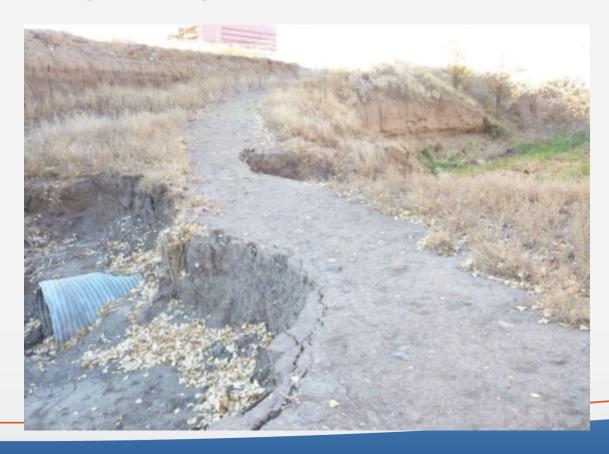




Projects in Design: Magado Creek Pedestrian & Livestock Bridge

- Federally Funded through the Federal Highway Administration.
- 90 % Desing Plans & Specification submitted to NMDOT on 12/13/2023.
- Final Design and Construction Documents- End of January 2024.
- Construction budget shortfall- County has requested additional grant funding.
- Construction Timeline- to be determined upon securing funding.







Upcoming 2024 Design Projects

Perry Springs Trail Culvert Crossing

- Survey & Desing is required to place/tie the new precast box culverts to the NRCS channel improvements
- Task Order to be presented in January 2024
- To be constructed by Mesa Verde Enterprises upon design completion: Anticipated start date: Spring of 2024.

Fort Lone Tree Roadway and Drainage Improvement

- Design Scope: Survey, Geotechnical Engineering, Drainage Analysis & Plan Production
- Task Order to be presented in January 2024
- To be constructed by Mesa Verde Enterprises upon design completion: Anticipated start date: Early Summer of 2024.



Upcoming 2024 Design Projects

Warrior Drive

- Desing of a New Drainage Structure Located at the Intersection of Gavilan Canyon.
- Funding: Jr. Bill
- Task Order to be presented in January
- Eagle Creek Canyon Road Culvert Replacement Phase 2
 - Prepare Construction documents Plans & Specifications
- Palo Verde Slopes Subdivision Drainage Improvements Phase 2
 - Timeline pending Colonias Grant Execution



LGRF Grant Extension Resolutions

- Wilson assisted the County in submitting a Contract Time Extension for the 2022 LGRF Grants associated to the Lower Eagle Creek Drainage Improvement Project Phase 1.
 - Two Grant Agreements:
 - CN 200577 County Arterial Program
 - CN 200563 Cooperative Program
 - Requirements for a Contract Time Extension
 - Grant Amendment- NMDOT District 2 is supporting the Extension and has already drafted the amendment for the County to sign.
 - Resolution



Title IV Plan- Task Order

- Local Governments Compliance Obligations:
 - Title IV Plan
 - ADA Plan & Policy
 - ADA Policy Statement
- Wilson's task order if for the Title IV Plan Only.
 - The ADA Plan will be part of a separate task order once more information is gathered, and a scope of work is defined.



LGRF Grant Extension Resolutions

- Wilson assisted the County in submitting a Contract Time Extension for the 2022 LGRF Grants associated to the Lower Eagle Creek Drainage Improvement Project Phase 1.
 - Two Grant Agreements:
 - CN 200577 County Arterial Program
 - CN 200563 Cooperative Program
 - Requirements for a Contract Time Extension
 - Grant Amendment- NMDOT District 2 is supporting the Extension and has already drafted the amendment for the County to sign.
 - Resolution



THANK YOU!

QUESTIONS?





Contract No.	D19377
Vendor No.	54389
Project No.	
Control No.	L200577
	·

FIRST AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COUNTY ARTERIAL PROGRAM AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Lincoln County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. L200517 on 08/09/2022 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6, Term, is deleted and replaced with the following;

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 June 30th, 2024 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.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page in 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 Cabinet Secretary or Designee Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel By: Date: _____ Assistant General Counsel Lincoln County By: _____ Date: _____ Name: _____ Title: _____ ATTEST: By: _____ Lincoln County Clerk Date: _____

RESOLUTION NO. 2023-33

A RESOLUTION TO EXTEND THE TERMINATION DATE OF THE LOCAL GOVERNMENT ROAD FUND COUNTY ARTERIAL PROGRAM AGREEMENT, CONTRACT NO. D19377, **CONTROL NUMBER L200577** FROM DECEMBER 31, 2023, TO JUNE 30, 2024.

WHEREAS, The County of Lincoln, New Mexico entered into a Local Government Road Fund County Arterial Progam Agreement with the New Mexico Department of Transportation on August 9, 2022. The purpose of the Agreement is to provide Local Government WHEREAS, Road Funds to the Public Entity for the Plan, Design, Rehabilitation/Improvements, Reconstruction, Full Construction, Blading/Shaping Improvements, Drainage and Misc. Improvements. WHEREAS, The County of Lincoln, New Mexico is requesting additional time to complete the designated project. This Extension of the Termination Date will be an Agreement WHEREAS, Amendment No. 1. NOW, THEREFORE, BE IT RESOLVED THAT, The Governing Body of the County of Lincoln, New Mexico approves that the time extension for the referenced agreement is adopted, and that the agreement shall terminate on June 30, 2024. PASSED, APPROVED AND ADOPTED THIS 19th day of December 2023, by the Lincoln County Board of Commissioners in an open meeting in Carrizozo, Lincoln County, New Mexico. Todd Proctor Date Commission Chairman ATTEST: County Clerk Date

Contract No.	D19375
Vendor No.	54389
Project No.	
Control No.	L200563

FIRST AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the Lincoln County (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. L200563 on 08/09/2022 and,

Whereas, Section 19 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. Section 6, Term, is deleted and replaced with the following;

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 June 30th, 2024 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.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page in 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 Cabinet Secretary or Designee Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel By: Date: _____ Assistant General Counsel Lincoln County By: _____ Date: _____ Name: _____ Title: _____ ATTEST: By: _____ Lincoln County Clerk Date: _____

RESOLUTION NO. 2023-34

A RESOLUTION TO EXTEND THE TERMINATION DATE OF THE LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT, CONTRACT NO. D19375, **CONTROL NUMBER L200563** FROM DECEMBER 31, 2023, TO JUNE 30, 2024.

The County of Lincoln, New Mexico entered into a Local WHEREAS, Government Road Fund Cooperative Agreement with the New Mexico Department of Transportation on August 9, 2022. The purpose of the Agreement is to provide Local Government WHEREAS, Road Funds to the Public Entity for the Plan, Design, Rehabilitation/Improvements, Reconstruction, Full Construction, Improvements, Blading/Shaping Drainage and Misc. Improvements. WHEREAS, The County of Lincoln, New Mexico is requesting additional time to complete the designated project. This Extension of the Termination Date will be an Agreement WHEREAS, Amendment No. 1. NOW, THEREFORE, BE IT RESOLVED THAT, The Governing Body of the County of Lincoln, New Mexico approves that the time extension for the referenced agreement is adopted, and that the agreement shall terminate on June 30, 2024. PASSED, APPROVED AND ADOPTED THIS 19th day of December 2023, by the Lincoln County Board of Commissioners in an open meeting in Carrizozo, Lincoln County, New Mexico. Todd Proctor Date Commission Chairman ATTEST:

Date

County Clerk

LINCOLN COUNTY ROAD DEPARTMENT

P.O. BOX 666-325 TIGER DRIVE CAPITAN, NM 88316 575-354-2922

November 27, 2023

LEGAL NOTICE

Notice is hereby given that the Lincoln County Road Review Committee will meet at 9:00 A.M. on Friday, December 8, 2023. The Road review Committee will meet at the intersection of State Highway 368 and Dead Mans Canyon Road, Arabela, New Mexico. The committee will hear discussion on the road review application listed below:

Abandon and vacate the 1.04 miles of County Road Dead Mans Canyon Road in a portion of Sec. 30,31,32, T9S, R18E, N.M.P.M., Lincoln County, New Mexico requested by Lincoln County.

The report of the Road Review Committee will be presented to the Board of Commissioners during their regular meeting on December 19,2023.

Anyone wishing to make comments or recommendations may do so at Board of Commissioners Meeting on December 19,2023. Comments can be made during the public comments at 9:30 AM in person or on zoom meeting on the County website.

TODD PROCTOR, CHAIRMAN
LINCOLN COUNTY BOARD OF COMMISSIONERS

**POSTED IN THREE (3) most public places and POSTED ONCE NEAR THE SITE.





Country of Lincoln

November 29, 2023

RE: Citizen Inquiries Regarding Dead Mans Canyon Rd.

To whom it may concern,

Recently the County has been made aware of citizen concerns regarding the public foot traffic on Dead Mans Canyon Road. Dead Mans Canyon Road is currently designated as a County maintained road. Furthermore, this road touches and intersects with Federal and State land. Citizens have made the County aware that residents residing on this road have become concerned over the amount of public foot traffic through the road to include but not be limited to hunters and other public traffic.

It has been brought to the County's attention that residents living along Dead Mans Canyon Road wish to have the road abandoned, vacated, or closed by the County. This concern has also been brought to the attention of the Lincoln County Road Review Committee. The Road Review Committee will investigate the inquiry on December 8, 2023, at 9AM, at the intersection of State Highway 368 and Dead Mans Canyon Road. The Road Review Committee's evaluation will be advisory. This evaluation is advisory and not to be considered a formal review and/or part of the legal process set forth in Resolution 2009-15. Please see the attached resolution for guidance on the avenues that can be taken related to this concern.

If you have any questions or concerns, please contact the Lincoln County Road Superintendent and County Manager at mzonfrilli@lincolncountynm.gov or 575-808-1379.

Respectfully,

Makayla Zonfrilli

Lincoln County Manager

Habrill Salielli

Website: www.lincolncountynm.gov

RESOLUTION NO. 2009-15

WHEREAS, the Board of County Commissioners of Lincoln County, New Mexico, recognizes the importance of providing a policy and procedures for the abandonment and vacation, or closure of roads and county maintained rights-of-way.

NOW, THEREFORE, BE IT RESOLVED that the County of Lincoln, acting by and through its duly elected Board of Commissioners, does hereby create the Lincoln County policy and procedures for abandonment and vacation or closure of roads and rights-of-way with the following provisions:

1.0 PURPOSE

It is the purpose of this policy to establish procedures for reviewing abandonment and vacation, or closure of county roads, streets, highways, and rights-of-way.

2.0 AUTHORITY

NMSA § 67-2-6 (1978) provides that the Board of County Commissioners of Lincoln County has the right to abandon and vacate public roads, streets or highways. NMSA § 67-5-4 provides that the Board of County Commissioners may discontinue or close public roads.

3.0 FORMAL DECLARATION

NMSA § 67-2-6 (1978) directs that property or property rights in roads, streets or highways will not revert until such property or property rights are vacated and abandoned by formal written declaration of vacation and abandonment which has been duly declared by the Board of County Commissioners of the County in whom the property or property right has vested.

4.0 **DEFINITIONS**

- 4.1 "Abandonment of a County Road" means the removal of the public interest in a road (see "Vacation of a County Road") and which is documented by a duly executed declaration of Abandonment and Vacation.
- **4.2** "Adjacent Landowners" are property owners who own property with frontage on the road proposed for vacation or who own land at each end of the road segment in question.
- 4.3 "Affected Property Owners" are property owners who own property which is not immediately adjacent to the road proposed for Abandonment and Vacation or Closure, but whose property or rights will be significantly impacted by the Abandonment and Vacation or Closure of the road proposed for such.
- **4.4** "Applicant" means the person who requests Vacation and Abandonment or Closure by completing an Application in the form required by this Policy and who pays all requisite fees.
- 4.5 "Certified Appraisal" means a written appraisal of value conducted by a state certified appraiser.

- 4.6 "Closure of a County Road" means an action taken by the Lincoln County Board of County Commissioners whereby an established road is closed for the purposes of terminating public access to or use of the road but the County's interest in the road for other purposes such as utility easements, drainage maintenance or other uses is retained.
- **4.7** "County Road" is defined as a County-owned dedicated right-of-way or easement for public right-of-way.
- 4.8 "Partial Vacation" means public access may be closed while utility access through creation of a defined utility easement is retained.
- 4.9 "Public Right-of-way" means land used to provide access for the movement of people, goods, drainage, utilities (surface or subsurface), vehicles, and services
- 4.10 "Review Summary and Comments" means the summary decision of any department charged with review of the Application consisting of a recommendation for or against the abandonment and vacation or closure proposed in an Application for the same. The Comments section shall include reasons, circumstances or evaluations not apparent in the Application and discussion of any possible adverse impact on Adjacent and and Affected Property Owners.
- **4.11 "Road Review Committee"** means the Committee selected by the Board of County Commissioners of Lincoln County.
- **4.12** "Vacation of a County Road" means a formal action taken by the Lincoln County Board of County Commissioners whereby the public interest in a road right-of-way or public service easement is removed (abandoned) and which is documented by a duly executed declaration of Abandonment and Vacation.

5.0 ABANDONMENT AND VACATION OR ROAD CLOSURE REQUESTED BY THE PUBLIC

An applicant may request abandonment and vacation or closure of a county road or county regulated public right-of-way after submitting a formal Application to the Lincoln County Planning Department along with the appropriate application fee as set forth hereinbelow.

6.0 PROCEDURE FOR ABANDONMENT AND VACATION OR ROAD CLOSURE

6.1 Application

6.1.1 Form.

The form of Application shall be the prescribed form attached to this policy as Exhibit A.

6.1.2 Attachments.

All attachments hereinbelow described shall be submitted with the Application at the time application is made. No Application will be considered for review until and unless it is complete, including all attachments, and will be returned to the applicant.

6.1.2.1 Letter of Intent.

A Letter of Intent must accompany any Application for Abandonment and Vacation or Closure of any road or right-of-way and shall include the following elements:

6.1.2.1.1 Acreage of road.

Provide an estimate of the acreage of the road proposed to be abandoned and vacated or closed, citing the measurements or criteria and sources used for the estimate and the method of calculation of the estimate.

6.1.2.1.2 Description in detail of location of road.

Provide a legal description obtained from a New Mexico Registered Professional Land Surveyor or provide a detailed description of the approximate location of the road or right-of-way, e.g. "Approximately [X] feet South of [road name], approximately [X] feet North of [road name], approximately [X] feet East of [road name], and approximately [X] feet West of [road name]."

6.1.2.1.3 Name of Subdivision.

Provide the name of the subdivision, if any, of record within which the road or right-of-way lies.

6.1.2.1.4 Reason for the proposed abandonment.

Specify clearly any and all reasons for the proposed abandonment and vacation or closure.

6.1.2.1.5 Special considerations.

Outline any special considerations the Applicant believes to have bearing on the review of the Application for Abandonment and Vacation or Closure, e.g. any special circumstances applicable to the Applicant and/or Adjacent and/or Affected Property Owners which have particular impact on the reasons for the proposed abandonment and vacation or closure given above.

6.1.2.2 Utility Company Approvals.

The Application must contain a statement of approval of all affected Utilities Companies or Providers on company letterhead showing the title of the person signing the letter or provide a prepared plat with the signature or signatures of a utility company or companies on the plat.

6.1.2.3 Letters of Consent/Non-Consent.

Letters of Consent/Non-consent of all adjacent landowners shall be attached to the Application. Letters of Consent/Non-consent must be obtained from every adjacent property owner. If it is not possible to obtain a Letter of Consent/Non-consent from any adjacent property owner, a statement of the reasons the letter cannot be obtained should accompany the Application.

6.1.2.4 Copies of Deeds to Adjacent Properties.

The Applicant shall provide copies of the recorded deeds to all adjacent properties, including his own, with the Application in order to verify that the legal owner(s) of adjacent properties have provided Letters of Consent/Non-Consent.

7.0 ADDITIONAL PROCEDURES FOR ABANDONMENT AND VACATION

The procedure for abandonment and vacation of a road or county regulated public right-of-way shall be the same as the Procedure described hereinabove at Section 6.0 and will also include the following attachments to the application:

7.1 Drawing.

An accurate drawing of the road or right-of-way to be abandoned and vacated, showing all adjacent landowners' property lines and names shall be attached to the application.

7.2 Legal Description.

A proper legal description of the parcel to be abandoned and vacated shall be included with the Application.

7.3 Determination of Square Footage

The Applicant shall calculate the approximate square footage of the parcel of the road proposed to be vacated and state the total estimated square footage showing the measurements and the method of calculation used on an attachment to the Application.

7.4 Assessor's Determination of Value

All Applications for Abandonment and Vacation shall be sent to the Lincoln County Assessor's Office which shall make a determination of the value of the road or right-of-way requested to be abandoned and vacated. If the Lincoln County Assessor's determination of the value of the road is Twenty-four Hundred Ninety-nine Dollars (\$2,499) or less, no Appraisal as described in Section 7.5 below is necessary.

7.5 Appraisal

If an Application for Abandonment and Vaction is approved by the Lincoln County Board of County Commissioners and if in accordance with the Assessor's Determination of Value described herein at Section 7.4 the calculation of value of the parcel proposed to be abandoned and vacated amounts to Twenty-five Hundred Dollars (\$2,500) or more, then the Applicant must obtain at his/her own expense a Certified Appraisal setting forth the appraised value of the land to be abandoned and vacated.

7.6 Plat.

If an Application for Abandonment and Vacation is approved by the Lincoln County Board of County Commissioners, a Plat of Survey certified by a Registered Professional Land Surveyor (R.P.L.S.) of the road or right-of-way to be abandoned and vacated showing all adjacent landowners shall be prepared at the Applicant's expense and provided to the Board of County Commissioners.

8.0 Application Fees

- 8.1 The initial application fee for an Application for Abandonment and Vacation or Closure is Two Hundred Fifty Dollars (\$250.00) for each Application. The Application Fee shall be tendered at the time the Application is submitted and any Application submitted without the requisite Application Fee will be returned to the Applicant. The Application fee shall not be returned once the Application has gone through Road Department and Road Review Committee review.
- **8.2** For Applications for Abandonment and Vacation only, there shall be an additional fee of One Hundred Fifty Dollars (\$150.00) made payable to the Lincoln County Assessor for the Assessor's determination of the value of the road. This fee shall not be applicable to requests to close a County road.

9.0 Acquisition Fee

An Acquisition Fee applies to Applications for Abandonment and Vacation only. If a determination of value by the County Assessor as described in Section 7.4 above places the estimation of value of the property at Two Thousand Five Hundred Dollars (\$2,500) or more, the acquisition fee in the amount of the appraised land value shall be collected by the Lincoln County Planning Department after the Application has been approved for abandonment and vacation by the Lincoln County Board of County Commissioners and prior to the filing of the Statement of Abandonment and Vacation.

10.0 Submission of Application

10.1 Planning Department.

All Applications for Abandonment and Vacation or Closure shall be initially submitted to the Planning Department of Lincoln County at its office located at: 115 Kansas City Rd., Ruidoso, New Mexico 88345. The Planning Department shall review all Applications for completion in accordance with this Policy. Upon completion of its review and after a determination the Application is complete, the Planning Department will send the original Application along with all attachments to the Lincoln County Road Department. For Applications for Abandonment and Vacation only, an additional copy of the Application will be sent to the County Assessor for a determination of value.

10.2 Road Department and Road Review Committee

The Lincoln County Road Department and the Road Review Committee shall review all Applications for Abandonment and Vacation or Closure. The County Road Review Committee will review the requests and send its Review Summary and Comments in accordance with NMSA 67-5-4 (1978) to the Board of County Commissioners.

10.3 Board of County Commissioners

The Board of County Commissioners will consider the Application and the Review Summary and Comments of the Road Review Committee to determine whether to approve the application to abandon and vacate or close the subject road. Following proper notification and publication requirements the Board of County Commissioners will consider all comments from all present at the meeting and will act in the best interests of the county to either abandon and vacate or close the road or maintain the road as a county right-of-way.

11.0 APPROVAL AND PAYMENT

11.1 Documentation

The Planning Department shall coordinate the preparation, signing and recording of all documents of the action taken upon the payment of the appropriate fee or fees as determined under Sections 8.0 and 9.0 above and Sections 11.3 and 11.4 below.

11.2 Approval of Abandonment and Vacation

Upon approval of the abandonment and vacation of a road or right-of-way by the Lincoln County Board of County Commissioners, the Applicant must provide all additional documentation required in Section 7 above and make payment of the appropriate fees as determined under Sections 8.0 and 9.0 above and Sections 11.3 and 11.4 below.

11.3 Abandonment and Vacation of Road with a Value of Twenty-five Thousand Dollars (\$25,000) or More

If the value of a road or right-of-way approved for Abandonment and Vacation has been determined to have a fair market value of Twenty-five Thousand Dollars (\$25,000) or more, compliance with all provisions of NMSA § 13-6-2.1 (1978) and applicable regulations of the state board of finance shall be required.

11.4 Signage Change and Cost.

If an Application for Abandonment and Vacation or for Road Closure is approved by the Board of County Commissioners, Applicant will also be responsible for the cost to change existing signage from the color indicating a County maintained road (green) to the color for a private road (blue).

11.5 **Ouit Claim Deed**

If an Application for Abandonment and Vacation is approved by the Board of County Commissioners, the Board shall issue a Ouit Claim Deed for the property so abandoned and vacated, once the appropriate fees have been paid.

12.0 **ROAD REVIEW**

The Applicant must attend the road review as scheduled by the Road Review Committee to provide any necessary information to the committee.

PASSED, APPROVED AND ADOPTED this 20 day of October

BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO

Tom Battin, Chairman

Sedillo, Member

Dave Parks, Member

Don Williams, Member

ATTEST:

Tammie J. Maddøx

Lincoln County Clerk

APPLICATION TO THE COUNTY OF LINCOLN FOR ABANDONMENT AND VACATION or CLOSURE OF ROAD AND/OR RIGHT-OF-WAY

APPLICAT	ION FO	OR: Abandonment and Vacation Closure
DATE SUB	MITTE	D:
Lot: I Section:	Block:_	ROPOSED ABANDONMENT and VACATION OR CLOSURE: Addition: Subdivision: Township: Range: F PROPERTY TO BE ABANDONED AND VACATED OR CLOSED:
APPLICAN	TNAM	E:
ADDRESS:		
	1	CHMENTS FOR ABANDONMENT AND VACATION OF ROADWAY INTAINED PUBLIC RIGHT-OF-WAY: Letter of Intent a. Acreage of road including measurements and method of calculation b. Detailed description of location of road c. Name of Subdivision (if any) d. Reason for proposed abandonment, vacation or closure e. Special considerations (if any) Utility Company Approvals Letters of Consent/Non-consent from all adjoining landowners Copies of Deeds to adjacent properties Drawing Legal description Determination of value as provided by County Assessor Appraisal (if required) Plat of Survey (if required)
REQUIREI	1.	c. Name of Subdivision (if any); d. Reason for proposed abandonment, vacation or closure;
	4.	Copies of Deeds to adjacent properties

APPLICATION TO THE COUNTY OF LINCOLN FOR ABANDONMENT AND VACATION or CLOSURE OF ROAD AND/OR RIGHT-OF-WAY

Page 2

IS ROAD A COUNTY MAINTAINED ROAD: YE	ESNO
REQUIRED FEE:	
Two Hundred Fifty Dollar (\$250.00) fee per	Application
ADDITIONAL FEES:	
One Hundred Fifty Dollar (\$150.00) fee for A	Assessor's Determination of Value
Acquisition Fee in the amount of \$	
Fees for Signage changes in the amount of \$	
PLANNING DEPARTMENT REVIEW OF APPLICATION Planning Department staff shall notify applicant whether or notifiteen (15) days of submittal. Only applications which are for forwarded to the Lincoln County Road Department. Incomplete	ot application is deemed complete within bund to be complete will be processed and
AFFIDAVIT/SIGNATURE:	
The undersigned person hereby makes this application in accorting the Board of County Commissioners of Lincoln County, and herein is true and correct to the best of my knowledge and believed.	hereby certifies that the information given
Applicant's Signature Da	ate



November 2, 2023

Mr. Jeff Honeycutt Road Superintendent County of Lincoln 300 Central Ave. P.O. Box 711 Carrizozo, New Mexico 88301

RE: Control Number: 2104780

Dear Mr. Honeycutt:

Enclosed for your coordination of signatures is an original of the Cooperative Project Agreement for the project referenced above. Please return the signed agreement to your Region T/LPA Coordinator. An original will be sent to you at the time it is fully executed.

If you have any questions concerning this agreement or if I can be of further assistance, please contact me at (505) 795-1809.

Sincerely,

on behalf of Kimberly Perry Deputy Director

Project Oversight Division

ecqulynn Hurtado

Concur:

Region T/LPA Coordinator

CC: Sean Sandoval Project Oversight Director Kimberly Perry Project Oversight Deputy Director Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval

Commissioner, Vice-Chairman District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth

Commissioner District 3

Walter G. Adams Commissioner, Chairman District 4

Thomas C. Taylor Commissioner District 5

Charles Lundstrom Commissioner, Secretary District 6

Contract No.:	
Vendor No.:	0000054389
Control No.:	2104780

COOPERATIVE PROJECT AGREEMENT - CONSTRUCTION

The **New Mexico Department of Transportation** (Department), and the County of Lincoln (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: 2104780 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. FFY 2024 Carbon Reduction Rural IIJA(CRPR) Funds

Department's 85.44% share

\$382,449

New steel truss pedestrian bridge and paved trail at Lincoln County Fairgrounds. Magado Creek from Lincoln County Fairgrounds to Magado Creek.. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. 2104780.)

2. County's matching 14.56% share

\$65,174

For the purpose stated above.

3. The Total Project Funding for Construction Work

\$447,623

<u>Soft Match:</u> Has been approved on this project. The County must provide \$65,174 in additional Preliminary Engineering/Design invoices as support for the County's local match. If the invoice totals are less than \$65,174 then the County will have to Hard Match the difference for Construction. The County will work with NMDOT's District/Region coordinators to review invoices and track amounts eligible for match.

- b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
- c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
- d. The Local Agency is responsible for all Project costs that exceed federal funding.
- e. The Local Agency must repay certain federal funding to the Department if:
 - 1. The Project is cancelled.
 - 2. An audit determines an overpayment or federal funds were used for ineligible cost items.
 - 3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
 - 4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment - Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted

monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

- a. Title 23, U.S. Code Highways and its associated regulations
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
- c. 49 CFR Part 20, Lobbying Certification
- d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
- e. The Department's policies and standards
- f. The current Tribal/Local Government Handbook located at: https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/
- g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. 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. This Agreement terminates on **04/5/2025**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

- a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
- b. Inactivity: If thre is no Project expenditures for twelve (12) consecutive months.
- c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
- d. Local Agency's Request: The Local Agency may seek termination in writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and

it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.

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

11. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator

Judith Gallardo
South Region T/LPA Coordinator
New Mexico Department of Transportation
750 N. Solano Drive
Las Cruces, NM 88001
Office: (575) 323-4242

E-mail: Judith.Gallardo@dot.nm.gov

District T/LPA Coordinator

Libby Coslin
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1457
Roswell, NM 88202
Office: (575) 637-7201

E-mail: Libby.Coslin2@dot.nm.gov

Construction Liaison Engineer

Eric Navarrete T/LPA Construction Liaison Engineer New Mexico Department of Transportation 750 N. Solano Las Cruces, NM 88001 Office: (575) 635-1152

E-mail: eric.navarrete@dot.nm.gov

Local Agency

Jeff Honeycutt Road Superintendent County of Lincoln 300 Central Ave. P.O. Box 711 Carrizozo, New Mexico 88301

Office: 575-354-2922

E-mail: jhoneycutt@lincolncountynm.gov

12. Amendment.

The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:	Date:
Reviewed and approved as to form and legal Transportation's Office of General Counsel	sufficiency by the New Mexico Department of
By: Assistant General Counsel	Date:
COUNTY OF LINCOLN	
By: Chairman	Date:
ATTEST	
By:	Date:
Approved as to form and legal sufficiency by	the County's Attorney.
By:	Date:

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	County of Lincoln
(ii) Public Entity's unique entity identifier (UEI);	GDXUACW18VJ7
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	l Please see date on approved Federal Highway form thru (04/05/2025).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$382,449
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	New steel truss pedestrian bridge and paved trail at Lincoln County Fairgrounds. Magado Creek from Lincoln County Fairgrounds to Magado Creek.
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit

2 CFR § 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).

The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over \$25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. Inspector General Reviews: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.

- 2. Access of Offices of Inspector General to Certain Records and Employees: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
 - a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
 - b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

DocuSign Envelope ID: 255483CA-F0E9-42A2-AED8-21D02122EAF7 Rev 7/22 AGREEMENT REQUEST FORM (ARF) POD New Agreement X NMDOT ID 2104780 Control No. Amendment Tribal/Local Public Agency (T/LPA) County of Lincoln 300 Central Avenue Carrizozo NM 88301, PO Box 711 Address Title Road Superintendent Jeff Honevcutt **Contact Person** Email Jhoneycutt@lincolncountynm.gov 575-354-2922 Phone 050740599 GDXUACW18VJ7 T/LPA UEI Number: Chairman Todd Proctor Who Executes agreement at T/LPA (Mayor, Governor, Chairman): Termini/ Project Description will be pulled directly from STIP database. STIP YEAR (Const.) 2024 PROPOSED WORK /PHASE (PER STIP)

FUNDING SOURCE	CONSTRUCTION	CONSTRUCTION MANAGEMENT
Federal Funds	\$ 352,584.00	\$ 29,865.00
State Funds	\$	\$
Local Match	\$	\$
Soft Match	\$ 65,174.00	\$
Other	\$	\$
TOTAL AMOUNT OF CONSTRUCTION AGREEMENT	\$ 447,623.00	

Anticipated Begin Date 12/18/2023 Anticipated End Date 04/05/2025 December 2023 What month will this project be ready to authorize Federal Funds? You must also submit a estimated graphical project timeline (e.g., Microsoft Project, Primavera, Critical Path or Gantt chart) that provides the projected completion dates for applicable certifications for construction, right of way and design phases, Additional Information: T/LPA Authorized Signature _____ Jeff Honeycutt Date: 2023.09.20 14:31:51 -06'00' Date 9/20/23 Region T/LPA Authorized Signature Judith Gallardo Digitally signed by Judith Gallardo Date: 2023.09.20 15:49:09 -06'00' Date 9/20/23 District T/LPA Authorized Signature Libby Coslin Date: 2023.09.25 07:19:31 -06'00' Date 09/25/23 CLE T/LPA Authorized Signature Eric Navarrete Date: 2023.09.25 10:28:48 -06:00 Date 09-25-2023

By signing this Agreement Request Form, representatives are certifying the Project End Date for the requested project is true and accurate based on project scope. The Project End Date will be entered into FMIS as mandated per 2 CFR 200.309.

A project agreement WILL NOT be processed until this ARF is received and has all signatures.

T/LPA must submit completed Agreement Request Form and estimated project timeline to your T/LPA Region Coordinator for review.



March 29, 2023

Jeff Honeycutt
Lincoln County
j@lincolncountynm.gov
(575) 354-2933

Re: Request for In-Kind Match CN 2104780

Mr. Honeycutt,

Re: Request for Soft Match

The New Mexico Department of Transportation (NMDOT) has received your request to utilize the design funds for CN 2104780 - Magado Creek Pedestrian Bridge & Trail project as in-kind match for construction. NMDOT has approved the amount of \$65,174 for the soft match. We feel that if the design money is being expended on eligible federal expenses, then it can be utilized as the match during construction.

Please provide a copy of the funding agreement or resolution indicating the type of funding to be used for the in-kind match. All in-kind match contributions must be quantified, tracked, and reported throughout the project just as matching funds would be. The Region Coordinator will track and monitor all design in-kind expenditures. Please submit the required documents for Reimbursement Requests as noted in the T/LPA Handbook Chapter 3 Procurement, Section 3.E Design Contract Reimbursements. *If Federal requirements are not met, expenditures will be deemed ineligible*

Please contact me at <u>judith.gallardo@dot.nm.gov</u> or at (575) 323-4242 if you have any questions or concerns.

Respectfully,

Judith Gallardo, P.E.

South Region T/LPA Coordinator

Cc: Eric Navarrete, PE, NMDOT CCRB CLE Libby Coslin, NMDOT D2

Shannon Glendenning, NMDOT Planning

Manuel Chavez, NMDOT STIP Kimberly Perry, NMDOT POD Alexis Perry, NMDOT POD Michelle Lujan Grisham

Governor

Ricky Serna Cabinet Secretary

Commissioners

Jennifer Sandoval

Commissioner, Vice-Chairman District 1

Vacant Commissioner District 2

Hilma E. Chynoweth Commissioner District 3

Walter G. Adams Commissioner, Chairman District 4

Thomas C. Taylor Commissioner District 5

Charles Lundstrom Commissioner, Secretary District 6

	Lincoln County: Magadi Creek Pedestrian Bridge & Trail- NMDOT CN No. 2104780 (dates specified are approximate,	igadi	Cre	ek P	edes	trian	Brid	ge &	Trai	N -	гоаг	S	No. 2	1047) 08,	late	spe	cified	are (appr	oxim	ate)			
Activity Id.	y Activity Description		50	2023								2024										2025			
		Sept	ğ		Nov Dec	Jan	Feb	March	April	May	June	July	,,	Sept Aug	Sept	t Oct	Nov	Dec	Jan	Feb	March	$\overline{}$	May	June	July
1	Final Design (incl. certifications)	9/1	1	11/30	0																				
7	ARF Submittal to NMDOT	9/21	1																						
m	NMDOT provides Agreement to T/LPA		10/27	7																					
4	T/LPA's Commission Approves Agreement			11/21	1																				
2	PS&E/Production Package/Obligation				12/11	1																			
	NMDOT Provides Executed Const. Agreement																								
9	to T/LPA				12/18	00																			
7	Invitation to Bid Published					1/7																			
∞	Let Date					1/30																			
	County Commission & NMDOT Approval of																								
6	Contract Award						2/1	3/1																	
10	Transition Meeting							3/7	2																
11	Construction Contract Execution							3/1	1 4/1																
12	Pre-Construction Conference								4/11																
13	Notice to Proceed								4/15																
14	9 Month Ramp Up Time for the Prefab Bridge								4/15								11	11/18							
15	Construction- 55 Working Days																11	11/18		2,	2/5				
16	Construction Performance End Date																			2,	2/5				
17	Project Close Out																			2,	2/5	4/5	2		

RESOLUTION NO. 2024-12

A RESOLUTION AUTHORIZING ACCEPTANCE OF COLONIAS INFRASTRUCTURE FUND (CIF) PROJECT NO. 6131-CIF FUNDING OFFER; ROADS/DRAINAGE INFRASTRUCTURE PALO VERDE SLOPE SUBDIVISION ROADWAY PROJECT FROM THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, Lincoln County adopted Resolution No. 2023-41 authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority Colonias Infrastructure Board (CIB) for the Palo Verde Slope Subdivision Roadway; and

WHEREAS, the New Mexico Finance Authority has recommended and approved the funding award; and

WHEREAS, the approved funding structure consists of a 10% loan in the amount of \$150,000 and a 90% grant in the amount of \$1,350,000 and;

WHEREAS, a match is required as part of the Colonias Infrastructure Project No. 6131-CIF funding structure.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES, THE GOVERNING BODY OF LINCOLN COUNTY, NEW MEXICO, hereby accepts the New Mexico Finance Authority CIB award of 10% loan in the amount of \$150,000 and 90% grant in the amount of \$1,350,000 and approves the required cash match in the amount of \$150,000; and approves that the County Manager is hereby designated as the County's representative on behalf of the New Mexico Finance Authority CIB Project No. 6131-CIF.

PASSED, APPROVED AND ADOPTED, this 22nd day of August, 2023.

BOARD OF COUNTY COMMISSIONERS

Todd F. Proctor, Chairman

Mark G. Fischer, Member

Samantha J. Serna, Member

Jon Crunk, Vice-Chairman

Pierre S. Pfeffer, Membe

ATTEST:

Shannan Hemphill, County Clerk

Quote 264224-01



Quote 264224-01

Nov 07, 2023

LINCOLN COUNTY ATTN: COUNTY MANAGER PO BOX 711 CARRIZOZO, New Mexico 88301

Attention: JEFF HONEYCUTT

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: D6 Track Type Tractor

STOCK NUMBER: 513226 SERIAL NUMBER: YEAR: HOURS:

We appreciate the opportunity to extend this quote. Pricing is subject to change based on manufacturer changes to cost and availability. If there are any questions, please do not hesitate to contact me.

Regards,

Eugene Mora Sales Representative Wagner Equipment Co.

Caterpillar Model: D6 Track Type Tractor

STANDARD EQUIPMENT

POWERTRAIN -Enhanced Full Auto Shift -Torque Divider, Lock up -Transmission, Electronically Controlled -Powershift, 4 Speed -Shift Management -Automatic Directional and Downshift -Controlled Throttle, Load Compensated -Decelerator and Brake Pedals -Powertrain Control Module -Throttle Dial, Electronic -Bi-Directional Shift Dial -C9.3B diesel engine -EPA/ARB Tier 4 final -certified engine with aftertreatment -Air cleaner, Strata tube precleaner -with dust ejection -Air filter w/electronic service -indicator -Aftercooler, air to air (ATAAC) -Coolant, extended life -Fan, hydraulic reversing, cold weather -Final drives, double reduction -planetary -Radiator, aluminum bar plate -Fuel priming pump, electric -Parking brake, electronic -Starting aid, ether ready, automatic -Turbocharger -Fuel water separator -Ecology drain

UNDERCARRIAGE -Carrier rollers -Equalizer bar, maintenance free -Rollers, lifetime lubricated -Track, lifetime lubricated -Track roller frames, tubular -Track adjusters, hydraulic -Sprocket rim segments, replaceable -

ELECTRICAL -LED lights, 6 standard -Alarm, backup -Alternator, 150 AMP -Batteries, 2 maintenance free 12V -(1400 cca) (24V system), heavy duty -Converter, two 10 amp 12V outlets -Starter, heavy duty, 24V -Horn, forward warning -Light, work, underhood -

OPERATOR ENVIRONMENT -One piece cab, sound suppressed, -Integrated roll over protection(IROPS), -adjustable operator controls and -armrests, cab mounted modular HVAC -system, and screen ready. -Cup holders -Lunchbox storage -Electro-hydraulic implement -steering controls -Full color LCD display, 254mm(10in) -integrated with rear camera -Foot pads, dash -Mirror, rearview -Seatbelt, retractable 76mm(3 in) -Wipers -Glove box

OTHER STANDARD EQUIPMENT -Ripper ready rear hydraulics -30 minute cab removal -Ladder, rear access -Mounting provision for grease gun, -shovel and fire extinguisher -CD ROM parts book -Engine enclosures, perforated -hinged, removable -Bottom guards, hinged, removable -Ground level service center with -remote electrical disconnect, -secondary shutdown switch & hour meter -Hood, perforated -Hydraulics, independent steering -and implement -Hydraulics, load sensing, dozer lift -and tilt -Product link, Cellular PLE641 -Radiator doors, perforated, hinged, -louvered -S.O.S sampling ports -Vandalism protection for fluid -compartments and battery box -

MACHINE SPECIFICATIONS

D6 TRACTOR CFG1

BLADE, 6SU ARO

6SU XL PUSHARM

ALTERNATOR, 150 AMP

FLUIDS, STD OIL, -35F

6SU BULLDOZER

CAB, PREMIUM

JOYSTICK, ARO/GRADE, PA

WATER JACKET HEATER, 110V

ENCLOSURE, ENGINE, PUSHARM

ENGINE, LUC, STANDARD

FAN, REVERSING, PUSHARM

FINAL DRIVE, 76" (1930 MM)

FUEL TANK, BASIC

GUARD, BTM, SEALED, HD, PUSHARM

GRAB HANDLES, STD, PUSHARM

HYDRAULICS, PUSHARM

DOZER CTL, ARO/GRADE, PA

CYLINDER LINES, PUSHARM

ARO W/ASSIST

FLOOR, CAB, PREMIUM

OIL DRAIN, BASIC

AIR FILTER, CAB

PRECLEANER, BASIC

PROD LINK, PLE643/PLE743 RADIO

PREMIUM CORP RADIO (12V)

RADIO, CB (READY)

CONTROL, RIPPER

RIPPER, HIGH LIFT

TOOTH, CURVED

SEAT, STANDARD

BASIC ARRANGEMENT

FILM, WARNING, ANSI

UC, HDXL, PART GUIDE, TALL

REAR CAMERA

LIGHTS, 6 LED, PUSHARM

CONFIG ARR 20B, LUC

CTWS & MSS RECEIVER, BLE

TRACK, 24" ES HDXL, CTWS

ROLL ON - ROLL OFF

BUNDLED, BULLDOZER

INSTRUCTIONS, ENGLISH

SELL PRICE SUBTOTAL TOTAL \$504,000.00 \$504,000.00 \$504,000.00

WARRANTY & COVERAGE

Standard Warranty: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the

first 6 months)

Extended Coverage: D6-72 MO/5000 HR PREMIER

F.O.B/TERMS:

PAYMENT TERMS

Lease Terms

CASH WITH ORDER	BALANCE TO FINANCE	TERM	MONTHLY PAYMENT	RATE	BUY OUT	DOCUMENT FEE
\$0.00	\$504,400.00	72 (Monthly)	\$7,092.83	6.99%	\$134,080.00	\$400.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

Quote 265384-01



Quote 265384-01

Dec 06, 2023

LINCOLN COUNTY ATTN: COUNTY MANAGER PO BOX 711 CARRIZOZO, New Mexico 88301

Attention: JEFF HONEYCUTT

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: CS12GC Paving

STOCK NUMBER: 508809 **SERIAL NUMBER:** 06G300104 **YEAR:** 2023 **HOURS:** 10

We appreciate the opportunity to extend this quote. Pricing is subject to change based on manufacturer changes to cost and availability. If there are any questions, please do not hesitate to contact me.

Regards,

Eugene Mora Sales Representative Wagner Equipment Co.

Caterpillar Model: CS12GC Paving

STANDARD EQUIPMENT

POWERTRAIN -CAT turbo-charged diesel engine -with glow-plug heater -Dual element air cleaner -Fuel filter/water separator/electronic -priming pump and water indicator -Three-speed throttle lever including -ECOMODE -Single propel pump -Dual braking systems (service & -parking) -Two-speed hydrostatic transmission -Limited slip differential

ELECTRICAL -12-volt starting and charging system -alternator -Maintenance free battery - 900 CCA -Backup alarm and forward warning horn -Product link ready -Beacon ready -Working lights -

OPERATOR ENVIRONMENT -Four heavy-duty isolation mounts -Platform handrails/guardrails -Power steering -Adjustable tilt-steering column -Retractable seat belt -On-board display with audible -warning alarm and interface for: --engine coolant temperature gauge, --engine speed gauge --fuel level gauge --left/right turn indicator lamp --engine oil pressure warning --park brake engaged lamp --alternator charging indicator lamp --E-stop enabled lamp --ECO mode lamp --vibe switch active lamp --glow plug indicator lamp --high coolant temp warning lamps --hydraulic oil filter indicator lamp --hydraulic oil temp warning lamp --low fuel level warning lamp --water in fuel warning lamp -LCD displayed showing: --service hour meter --voltage level -12-volt power point

COOLING -Premixed 50% concentration of extended -life coolant with freeze protection -to -37C (-35F) -

DRUMS -Smooth drum -2134 mm (84") wide x 1535 mm (60.4") -diameter -Dual amplitude with dual frequency -Dual, pod-style eccentric weight -housings

OTHER STANDARD EQUIPMENT -Locking steel engine enclosure -Sealed-for-life hitch bearings -Sight gauges: --coolant level --hydraulic oil level --air filter restriction -Articulated frame with safety lock -Transport tie-down and lift points -Fuel tank with lockable cap -Quick connect hydraulic pressure test -ports -SOS ports: --engine --hydraulic --coolant -

MACHINE SPECIFICATIONS

CS12 GC 01A VIB COMP

ENGINE

ENGINE, CAT C3.6

PUMP, PROPEL, STANDARD

LIGHTS, HALOGEN, STANDARD

CAB, STANDARD

SEAT, CLOTH, DELUXE

SEAT BELT, 3" - CLOTH SEAT

SENSOR, DRIVE POWER

PRODUCT LINK, CELLULAR PLE643

TIRES, 23.1-26 12PR R-3

SCRAPER, STEEL, FRONT & REAR

OIL, HYD, STANDARD

STORAGE PROTECTION

INSTRUCTIONS, ANSI

INSTRUCTIONS, ANSI - CAB

SERIALIZED TECHNICAL MEDIA KIT

FILM GP "MADE IN BRAZIL"

LIGHTING, WARNING

MIRRORS, REARVIEW, INTERNAL

SUN SCREEN, CAB

SUN VISOR, CAB

GUARD, TRANSMISSION

ROLL ON-ROLL OFF

PROTECTION, CYLINDER ROD

WINDSHIELD WASHER EMPTY

SELL PRICE SUBTOTAL TOTAL \$176,500.00 **\$176,500.00 \$176,500.00**

WARRANTY & COVERAGE

Standard Warranty: Extended Coverage:

12 Months Unlimited Hours, Parts and Labor (Travel Time included for the

first 6 months)

CS12 GC-60 MO/4000 HR PREMIER

F.O.B/TERMS:

PAYMENT TERMS

Lease Terms

CASH WITH ORDER	BALANCE TO FINANCE	TERM	MONTHLY PAYMENT	RATE	BUY OUT	DOCUMENT FEE
\$0.00	\$176,900.00	60 (Monthly)	\$2,848.13	6.99%	\$46,800.00	\$400.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 16

SUBJECT:

Lincoln County Planning Department

- a. Approval to File Solid Waste Liens:
 - 1. Bonnie Bass- \$572.70
 - 2. Thomas D. Darrah and Cathy L. Darrah- \$932.36
 - 3. Cecilia Runnels- \$675.40 (Land 1001805 Cecilia Runnels) (MH 315728 Cecilia Runnels)
 - 4. Frances Chavez- \$875.40 (acct #755)
 - 5. Frances Chavez- \$875.40 (Land 238300 Frances Chavez) (MH 390992 Frances Chavez)
 - 6. Raven Stewart- \$1,118.10
 - 7. Stansell Ranch LP- \$1,326.18 (Land 368650 Stansell Ranch LP) (MH 371355 Stansell ranch LP)
- b. Approval to Issue Customer Refund for Ameilia Handrich, in the Amount of \$198.08 for Solid Waste Billing Error (Property# 302172)
- c. Request to Transfer Current Customer Credits by True-Up to Universal Waste Systems in the Amount of \$13,974.31
- d. Approval of Lodgers Tax Request:

Event: Spencer Theater Summer Season 2024

Date of Events: June-August 2024

Requester: Spencer Theater for the Performing Arts

Amount Requested: **\$15,000.00**

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Bonnie Bass owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:
1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict providing for the severability of parts hereof; and providing an effective date.
2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.
3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Bonnie Bass
4. Property Legal Description: The Lien is claimed upon the following property: See Exhibit A
5. Amount of Lien : After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$\sum_{572.70}\$ representing the balance due and the administrative fee for preparation and filing of this Lien of \$\frac{\$100.00}{}\$. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)
6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from April 1, 2022 to November 16, 2023 the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN (Non-Payment of Solid Waste Collection Services Fees)

(Non-Payment of Solid Waste Collection Services	s Fees)
Bonnie Bass	-
STATE OF NEW MEXICO)	
COUNTY OF LINCOLN) ss	
Chairman of the Board of County Commissioners	to law, upon his oath, deposes and states that he is the of the County of Lincoln, that he has read the the matters therein contained are true and correct to
	THE COUNTY OF LINCOLN
	By:
	Todd F. Proctor Its: Chairman
Acknowledged, subscribed, and sworn to before model 20, by Todd F. Proctor, Chairman of the Board Lincoln, for and on behalf of said County.	e on this the day of, d of County Commissioners of the County of
My Commission Expires:	Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to <u>Cecilia Runnels</u> owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:
1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict providing for the severability of parts hereof; and providing an effective date.
2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.
3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Cecilia Runnels
4. Property Legal Description: The Lien is claimed upon the following property: See Exhibit A Land(1001805) Cecilia Runnels MH(315738) Cariffie B.
MH(315728) Cecilia Runnels
5. Amount of Lien : After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$\(\frac{675.40}{\text{prepresenting}}\) representing the balance due and the administrative fee for preparation and filing of this Lien of \$\frac{\$100.00}{\text{ou}}\). (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)
6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2021 to November 16, 2023 the later statement being for service through December 31, 2023. Charges for solid waste

collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN

Fees)
o law, upon his oath, deposes and states that he is the of the County of Lincoln, that he has read the the matters therein contained are true and correct to
THE COUNTY OF LINCOLN
By:
Todd F. Proctor Its: Chairman
on this the day of, I of County Commissioners of the County of

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to

To all concerned and to	Frances Chavez	owner and/or reputable
owner of the herein described proper	rty. YOU AND EACH OF	F YOU ARE HEREBY NOTIFIED that
the County of Lincoln, whose addres	ss is 300 Central, Carrizoz	to, New Mexico, 88301, (hereinafter
"Claimant", pursuant to the authority	given it by New Mexico	Statutes Annotated, Section 4-56-1 et.
seq. N.M.S.A. 1978 and Lincoln Couproperty described below:	unty Ordinance No. 2024-	01, hereby claims a lien against the
property described below.		
of Lincoln Ordinance No. 2024-01 t enacting an ordinance which regul providing for efficient and sanita	citled An Ordinance Repeat lates acceptable and una- ary collection of waste, alty for violation of this or	Lien is established pursuant to the County aling Ordinance 2016-02 and 2020-04 and cceptable waste in Lincoln County, and providing for mandatory disposal and rdinance, repealing ordinances in conflict; a effective date.
2. General Purpose of the Lier collection, transportation, and dispos	n: The general purpose al of solid waste.	e of this Lien is to obtain payment for
3. Owner of the Subject Proper property is owned by: Fr	ty: The County Tax As	sessor's records indicate that the subject
4. Property Legal Description : T See Exhibit A #755	he Lien is claimed upon t	he following property:

- 5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$ 875.40 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)
- Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from <u>January 1, 2021</u> to <u>November 16. 2023</u> the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN (Non-Payment of Solid Waste Collection Services Fees)

(Non-Payment of Solid Waste Collection Services	Fees)
Frances Chavez	
STATE OF NEW MEXICO)) ss COUNTY OF LINCOLN)	
Chairman of the Board of County Commissioners of	o law, upon his oath, deposes and states that he is the of the County of Lincoln, that he has read the the matters therein contained are true and correct to
	THE COUNTY OF LINCOLN
	By:
	Todd F. Proctor Its: Chairman
Acknowledged, subscribed, and sworn to before me 20, by Todd F. Proctor, Chairman of the Board Lincoln, for and on behalf of said County.	on this the day of, of County Commissioners of the County of
My Commission Expires:	Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to	Frances Chavez	owner and/or reputable
owner of the herein desc	cribed property. YOU AND EACH	OF YOU ARE HEREBY NOTIFIED that
the County of Lincoln, v	whose address is 300 Central, Carri	izozo, New Mexico, 88301, (hereinafter
"Claimant", pursuant to	the authority given it by New Mex	tico Statutes Annotated, Section 4-56-1 et
seq. N.M.S.A. 1978 and	Lincoln County Ordinance No. 20	24-01, hereby claims a lien against the
property described below	v:	, , , , , , , , , , , , , , , , , , , ,
of Lincoln Ordinance Nenacting an ordinance providing for efficient assessment of fees, prov	 o. 2024-01 titled An Ordinance Re which regulates acceptable and and sanitary collection of was 	This Lien is established pursuant to the County epealing Ordinance 2016-02 and 2020-04 and unacceptable waste in Lincoln County, and ste, providing for mandatory disposal and is ordinance, repealing ordinances in conflict; g an effective date.
2. General Purpose collection, transportation	of the Lien: The general purp a, and disposal of solid waste.	pose of this Lien is to obtain payment for
3 Owner of the Sub	iest Property: The County Toy	Accessive to the state of the s
property is owned by	Frances Chavez	Assessor's records indicate that the subject
eroporty is owned by.	Trances Chavez	THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PROPERTY AND ADDRESS OF THE PROPERTY ADDRESS OF THE PR
4. Property Legal Des	cription: The Lien is claimed upo	on the following property:
See Exhibit A	Land(238300) Frances Chavez	on the following property.
#1189	MH(390992) Frances Chavez	

- 5. Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$_875.40 representing the balance due and the administrative fee for preparation and filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)
- Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from <u>January 1, 2021</u> to <u>November 16. 2023</u> _, the later statement being for service through _____ December 31, 2023 ____ . Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN (Non-Payment of Solid Waste Collection Services Fees) Frances Chavez STATE OF NEW MEXICO) COUNTY OF LINCOLN Todd F. Proctor, being first duly sworn according to law, upon his oath, deposes and states that he is the Chairman of the Board of County Commissioners of the County of Lincoln, that he has read the statements contained in the Claim of Lien, and that the matters therein contained are true and correct to the best of his knowledge and belief. THE COUNTY OF LINCOLN By: Todd F. Proctor Chairman Its: Acknowledged, subscribed, and sworn to before me on this the _____ day of __ 20_____, by Todd F. Proctor, Chairman of the Board of County Commissioners of the County of Lincoln, for and on behalf of said County.

Notary Public

My Commission Expires:

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Raven L. Stewart owner and/or reputable
owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that
he County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter
'Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et
seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the
property described below:
of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.
. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for ollection, transportation, and disposal of solid waste.
. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject roperty is owned by: Raven L. Stewart
. Property Legal Description: The Lien is claimed upon the following property: See Exhibit A
Amount of Lien: After deducting all just credits and offsets, there is now due and owing to Claimant ne sum of \$\frac{1,118.10}{\text{representing the balance due and the administrative fee for preparation and the administrative fee for preparation and the sum of \$\frac{1}{2} in a fit is 1 in a fit in

- filing of this Lien of \$100.00. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)

 6. Lien Assessment Period: The Lien amount above, is claimed for unpaid quarterly billing
- statements and late charges for the period from January 1, 2020 to November 16, 2023 the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN (Non-Payment of Solid Waste Collection Services Fees)

(Non-Payment of Solid Waste Collection Services Raven L. Stewart	Fees)
	•
STATE OF NEW MEXICO)) ss COUNTY OF LINCOLN)	
Chairman of the Board of County Commissioners of	o law, upon his oath, deposes and states that he is the of the County of Lincoln, that he has read the the matters therein contained are true and correct to
	THE COUNTY OF LINCOLN
	By: Todd F. Proctor Its: Chairman
Acknowledged, subscribed, and sworn to before me 20, by Todd F. Proctor, Chairman of the Board Lincoln, for and on behalf of said County.	e on this the day of, I of County Commissioners of the County of
My Commission Expires:	Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to Stansell Ranch LP	owner and/or reputable
owner of the herein described property. YOU AND EACH OF YO	OU ARE HEREBY NOTIFIED that
the County of Lincoln, whose address is 300 Central, Carrizozo, N	New Mexico, 88301, (hereinafter
"Claimant", pursuant to the authority given it by New Mexico Sta	tutes Annotated, Section 4-56-1 et.
seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01,	hereby claims a lien against the
property described below:	
1. Ordinance Under Which the Lien is Established: This Lie of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing enacting an ordinance which regulates acceptable and unacceptoriding for efficient and sanitary collection of waste, processes ment of fees, providing a penalty for violation of this ordinal providing for the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of parts hereof; and providing an effect of the severability of the severable parts hereof; and providing the severable parts hereof; and providing the severable parts hereof the severable parts hereof; and providing the severable parts hereof the severable par	g Ordinance 2016-02 and 2020-04 and ptable waste in Lincoln County, and oviding for mandatory disposal and lance, repealing ordinances in conflict:
2. General Purpose of the Lien: The general purpose of collection, transportation, and disposal of solid waste.	this Lien is to obtain payment for
3. Owner of the Subject Property: The County Tax Assess property is owned by: Stansell Ranch LP	sor's records indicate that the subject
4. Property Legal Description: The Lien is claimed upon the f	following property:
See Exhibit A Land(368650) Stansell Ranch LP	onewing property.
MH(371355) Stansell Ranch LP	

- **5. Amount of Lien**: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of $\frac{1,326.18}{1,326.18}$ representing the balance due and the administrative fee for preparation and filing of this Lien of $\frac{100.00}{1,000}$. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)
- **6. Lien Assessment Period**: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from <u>January 1, 2015</u> to <u>November 16, 2023</u>, the later statement being for service through <u>December 31, 2023</u>. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN (Non-Payment of Solid Waste Collection Services Fees)

(Non-Payment of Solid Waste Collection Services	Fees)
Stansell Ranch LP	,
STATE OF NEW MEXICO) ss	
COUNTY OF LINCOLN)	
Chairman of the Board of County Commissioners of	o law, upon his oath, deposes and states that he is the of the County of Lincoln, that he has read the the matters therein contained are true and correct to
	THE COUNTY OF LINCOLN
	By:
	Todd F. Proctor
	Its: Chairman
Acknowledged, subscribed, and sworn to before me 20, by Todd F. Proctor, Chairman of the Board Lincoln, for and on behalf of said County.	on this the day of, of County Commissioners of the County of
My Commission Expires:	Notary Public

CLAIM OF LIEN OF THE COUNTY OF LINCOLN

To all concerned and to <u>Thomas D. Darrah and Cathy L. Darrah</u> owner and/or reputable owner of the herein described property. YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the County of Lincoln, whose address is 300 Central, Carrizozo, New Mexico, 88301, (hereinafter "Claimant", pursuant to the authority given it by New Mexico Statutes Annotated, Section 4-56-1 et. seq. N.M.S.A. 1978 and Lincoln County Ordinance No. 2024-01, hereby claims a lien against the property described below:

- 1. Ordinance Under Which the Lien is Established: This Lien is established pursuant to the County of Lincoln Ordinance No. 2024-01 titled An Ordinance Repealing Ordinance 2016-02 and 2020-04 and enacting an ordinance which regulates acceptable and unacceptable waste in Lincoln County, and providing for efficient and sanitary collection of waste, providing for mandatory disposal and assessment of fees, providing a penalty for violation of this ordinance, repealing ordinances in conflict; providing for the severability of parts hereof; and providing an effective date.
- 2. General Purpose of the Lien: The general purpose of this Lien is to obtain payment for collection, transportation, and disposal of solid waste.
- 3. Owner of the Subject Property: The County Tax Assessor's records indicate that the subject property is owned by: Thomas D. Darrah and Cathy L. Darrah
- 4. Property Legal Description: The Lien is claimed upon the following property:

 See Exhibit A Land(271125) Thomas D. Darrah and Cathy L. Darrah

 MH(279863) Thomas D. Darrah and Cathy L. Darrah
- **5. Amount of Lien**: After deducting all just credits and offsets, there is now due and owing to Claimant the sum of \$\frac{932.36}{2000}\$ representing the balance due and the administrative fee for preparation and filing of this Lien of \$\frac{100.00}{2000}\$. (Note: Interest will accrue at the rate of 12% per year from the date of filing of this Lien, in addition to an additional Administrative Fee in the sum of \$100.00 for preparation and filing of a Release of Lien.)
- **6. Lien Assessment Period**: The Lien amount above, is claimed for unpaid quarterly billing statements and late charges for the period from October 1, 2020 to November 16, 2023 the later statement being for service through December 31, 2023. Charges for solid waste collection, transportation, and disposal will continue to accrue.

SIGNATURE/NOTARY PAGE TO CLAIM OF LIEN (Non-Payment of Solid Waste Collection Services Fees)

Thomas D. Darrah and Cathy L. Darrah

STATE OF NEW MEXICO)	
COUNTY OF LINCOLN)	
Chairman of the Board of County Commissioners	o law, upon his oath, deposes and states that he is the of the County of Lincoln, that he has read the the matters therein contained are true and correct to
	THE COUNTY OF LINCOLN
	By: Todd F. Proctor Its: Chairman
Acknowledged, subscribed, and sworn to before me 20, by Todd F. Proctor, Chairman of the Board Lincoln, for and on behalf of said County.	e on this the day of, I of County Commissioners of the County of
My Commission Expires:	Notary Public



www.lincolncountynm.gov

MEMORANDUM

DATE: December 7, 2023

TO: Lincoln County Finance Department

ATTN: Rhonda Edwards / Billie-Jo Guevara

FROM: Lincoln County Solid Waste

RE: Refund of \$198.08 from Line Item# 564-46-2160

Rhonda or Billie-Jo,

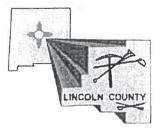
Customer (Ameilia Handrich) was being charged in error by Lincoln County Solid Waste and paid on 07/10/2023 with a credit card ending in 4305. Property# 302172 is in Sun Valley and is an active Green Tree customer. Customer requested a refund for the payment made by credit card on 07/10/2023 in the amount of \$198.08.

Please process a check for a refund to the following in the amount of \$198.08:

Ameilia Handrich 108 Vail Loop Alto, NM 88312

Thank You,

Scott Annala Lincoln County Public Works



Country of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

LODGER'S TAX REQUEST FORM

Name of Event: Spencer Theater Summer Season 2024 Date(s) of Event: June - August 2024
Name of Organization(s) applying for Funding: Spencer Theater for the Performing Arts
Amount Requested: 15,000.00 Total estimated cost of the Event listed above? 410,000
Describe Event: The Spencer Summer season includes national touring artists performing 12-15 public events within a 14-week timeframe. The season hosts different genres of the performing arts and appeals to all
age groups drawing visitors from across the region and country
Have Lincoln County Lodger's Tax funds been requested for this event before? x YESNO
List past year years' requested funding amount(s):
Year: 2023 Amount requested: 10,000.00 Amount funded: 10,000.00 Year: Amount requested: Amount funded: 20,000.00
Year: Amount requested: Amount funded: Year: Amount requested: Amount funded:
How will the Event track the utilization of County lodging as a result of the Event? Ticket Auditing System will ack all addresses of ticket buyers attending any performances.
Nescribe: Show spousoships / grants / foundation
Iave you requested funding from other sources? X YESNO Amount Requested? \$90K
lease list the anticipated amounts to be used for advertising:
Rewspaper:
otal amount of Out-of-County advertising: 75%
re you a current vendor of the County of Lincoln? X YESNO
I am not a vendor: I will contact Lincoln County Purchasing prior to the next Board of County ommissioners meeting (purchasing@lincolncountynm.gov / 575-648-2385) YES NO

STATEMENTS OF UNDERSTANDING

I understand that I am requesting public fur Lincoln County Ordinances.		e to be adminis YES		g to State Law and	
I agree to submit a follow-up report with a may forfeit the reimbursable funds.		nent within nin _YES		ollowing the Event or	r I
I understand that funding recommended by the Lincoln County Board of Commissioner the amount requested on this application.	rs. I also under	stand that appre	oved funding an	e must be approved to mounts may differ from	oy om
I understand that a written agreement must be expenditures can be made.		e County of Li _YES		elf BEFORE any	
Name of Applicant: Charles Centilli		Date: 11/16/23		***************************************	
Address: 108 Spencer Road	City: Alto		_ State: NM	Zip:88312	0
Phone: 575.336.0011	Email: charles	espencertheater.c	com\$		
Signature: 4					
Email this form to: mwilliams@lincolned	ountynm way				

A 501 (c) (3) non profit public charitable organization

11/28/23

Lincoln County Lodger's Tax

Spencer Theater request: 11/28/23

Request amount: \$15,000

Purpose: To help support printing cost of Spencer Theater's summer season 2024

brochure.

Scope of printing:

12-15 professional touring shows on Spencer stage during the months of June, July & August 2024.

Summer Season Brochure is full color 20-page brochure booklet announcing the Spencer summer season 2024. Mailing is expected in mid/late April 2024. 10,000 brochure units with estimated cost (inclusive of printing & postage) of \$2.50 per unit.

Full color brochure tends to be kept by patrons for the duration of the summer season whereas flyer format many times is tossed or easily lost. A digital copy of the brochure will be also available on the Spencer website.

Purpose & Results:

Mailing is directed at a targeted mailing list developed over 26 years in the business of ticket buyers and patrons with direct interest.

Lincoln County residents within mailing list sits at 23% while patrons outside Lincoln County mailing list sits at 77%.

To attract an estimated attendance for Spencer summer 2024 season performances of 6,500 attendees (applying 77% regarding number of attendees from outside Lincoln County purchasing lodging, meals and incidentals). Helping to expand the awareness of all the specialties within Lincoln County.

Thank you,

Charles Centilli Executive Director

Estimated Cost for Requested Funds Spencer Summer Season Brochure 2024

March 20,2024

N	e	W	S	p	a	p	e	r

Total Estimated Amount Needed: \$0.00

Lodgers' Tax Request \$0.00

TV

Total Estimated Amount Needed: \$0.00

Lodgers' Tax Request \$0.00

Social Media

Total Estimated Amount Needed: \$0.00

Lodgers' Tax Request \$0.00

Webpage Yes No Facebook Yes No Instagram Yes No Other Yes No

Internet - Consists of digital marketing including ads on different websites

Total Estimated Amount Needed:

\$0.00

Lodgers' Tax Request

\$0.00

Printing - This consists of Flyers, banners, posters maps & brochures

Total Estimated Amount Needed:

\$0.00

Lodgers' Tax Request

\$15,000.00

Estimated no. of Brochures

10,000

\$0.00

Estimated no. Banners

Billboard Advertising

Billboard Sign

Other - This consists of outside Porta Potty's and Security

Total Estimated Amount Needed:

Lodgers' Tax Request \$0.00

Porta Potty's \$0.00 Security \$0.00

Total Lodgers' Tax Requested \$15,000.00

SI	UMM/	ARY OF	COMM	IITTEE'	SREC	OMMEN	DATIO	N	
We rece	omme	and this	award	hecau	CO.				
Event or story outside outside property and	New			Decau	Je.		YES	NO	
Lance to the second of the sec		ous Eve	nt prov	ved suc	cessfu	I to Line		NO	
		***********************	Account to the second s		Charles and the contract of th	n Count		NO	
						y not us			***************************************
		iated w					YES	NO	
1	Where):			Market Commence		J		
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County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 17

SUBJECT:

Discussion and Direction Regarding Village of Ruidoso's Request to Utilize Local Assistance Tribal Consistency Funds in the Amount of \$2.5 Million for the Village's workforce housing initiative.



Lynn Crawford Village of Ruidoso 313 Cree Meadows Dr. Ruidoso, NM 88345

October 4, 2023

Board of County Commissioners County of Lincoln 300 Central Ave. Carrizozo, NM 88301

Dear Lincoln County Commissioners,

On May 23, 2022, a special Village of Ruidoso Council meeting was held to discuss current housing conditions in the Village. The Governing Body adopted Resolution 2022-20, "a resolution authorizing the Village of Ruidoso staff to develop a housing enterprise fund and program to develop affordable workforce housing." This resolution put a plan of action in place to help renters struggling with the high rental cost and add to the current long-term rental housing supply.

For decades, the Village of Ruidoso has strived to develop workforce housing. To date, we have created 21 rental units. We are working diligently to ensure housing opportunities are provided to the community. In January 2024, we will apply to the New Mexico Mortgage Finance Authority's 9% tax credit allocation to develop 72 units of apartments at 1104 Mechem Drive, Ruidoso, NM. The Village of Ruidoso has acquired the land needed for development, ran the in-ground infrastructure, and committed \$1,000,000 from our Housing Trust fund.

Closing the gap to support our workforce is a top priority. These solutions will mean that families will be able to obtain affordable rents. The goal of the Village is to boost the supply of quality workforce housing in the community. Our community is experiencing the most significant housing supply shortfall in history. As time passes, we see the crisis compound and worsen. We all need to act now to support our region.

From the County's standpoint, expanding the supply of affordable housing and increasing the diversity of housing types can make the County more attractive to new businesses and workers, benefiting the entire region's economy. Working in partnership with the County, the Village can open up new funding streams and make it easier to integrate new housing developments with green space and other infrastructure outside the Village's purview.

Working together, we have the power to significantly improve the lives of all Lincoln County residents and address inequality by compounding our jurisdictional authorities and finances and finding efficiencies in ways that can expand our impact. The Village of Ruidoso respectfully requests \$2,500,000 from the County of Lincoln Local Assistance and Tribal Consistency Fund to assist with the housing efforts described above.

Throck you for your consideration.

Should you have any questions, please do not hesitate to contact me at (575) 258-4343.

Sincerely

Lynn D. Crawford

Mayor



REGIONAL COLLABORATION TO SUPPORT THE DEVELOPMENT OF AFFORDABLE HOUSING



Mayor Crawford
Manager Sena
Deputy Village Manager Martinez

THE REGIONAL NEED

MAJOR EMPLOYERS - LINCOLN COUNTY, NEW MEXICO

# of Employees	275	245	198	185	173	124	94	53	50-99	50-99
Industry	Retail Trade	Healthcare/Social Assistance	Public Administration	Public Administration	Arts/Entertainment/Recreation	Public Administration	Public Administration	Public Administration	Accommodation/Food Services	Accommodation/Food Services
Employer	Walmart	Lincoln County Medical Center	State of New Mexico	Town of Ruidoso	Ruidoso Downs Race Track	Lincoln County	US Government	Town of Ruidoso Downs	Lodge at Sierra Blanca	Cattle Baron Steakhouse

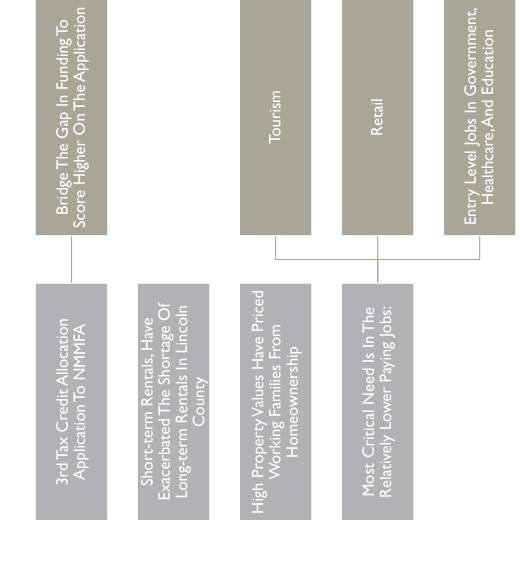
Source: New Mexico Partnership, January 2022

Ten-year objectives for the number of housing units by type to be built or rehabilitated for Lincoln County:

- 220 units of Affordable Housing,
- 305 units of rental housing, 25 units of senior independent living,
- 15 units of senior assisted living,
- 20-50 units of housing rehabs, 25 units of transitional housing
- 20 families annually that will need emergency services/help with housing.



EFFECTIVE AND REALISTIC APPROACH TO REGIONAL COLLABORATION TO PROMOTE AFFORDABILITY





VILLAGE STRUGGLES TO COMPETE WITH LARGE CITIES TO DEVELOP RURAL WORKFORCE HOUSING



Established a Workforce Housing Advisory Committee in May 2015



Reclassified the Lincoln County Area to Tier With NMMFA



Entered into Development Agreement and Lease Agreement 12/2021 with Mesa Apartments, LLC



VoR Pledge the Land and \$1,000,000 towards the Development of 72 units



Village Public Works Installed Water and Sewer Lines to Development Site June 2022



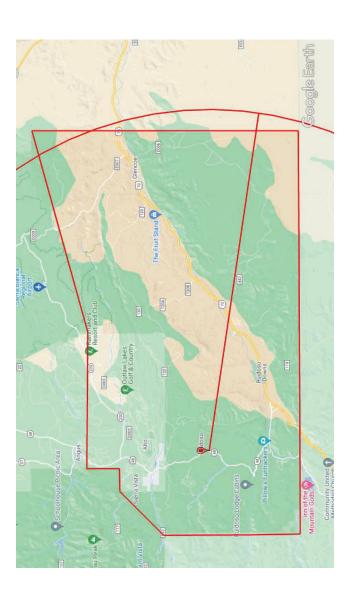




PROJECT DESCRIPTION

72 Units

- 1 Bedroom-27
- 2 Bedroom-37
 - 3 Bedroom-8



PRIMARY MARKET AREA MAP

- proximity to US Highway 70, as well as services, employment, and retail. The off-site amenities are appropriate and sufficient for the market and the intended tenants.
- Total population is projected to increase through market entry and 2026.
- Construction of the Subject's units will positively impact the surrounding area by improving the Subject's neighborhood.
- The Subject will offer LIHTC units at a substantial discount to market rents which will attract low-income tenants.
- The Subject will be in excellent condition upon completion.



PUBLIC-PRIVATE PARTNERSHIP AND SOURCE OF SUBSIDY FROM THE COUNTY TO BRIDGE THE GAP

Requesting \$2.5 Million

Sources of Funds		\$/unit	Amount
Gap Equity		34,722	2,500,000
HOME		5,556	400,000
Tax Credit Request	_	191,232	13,768,678
Permanent Loan		34,722	2,500,000
City Contribution		13,889	1,000,000
Developer Equity		2,778	200,000
Total Sources	ş	282,898	20,368,678
Uses of Funds		\$/unit	Amount
Hard Cost/Construction/Site	 I	176,470	12,705,825
Overhead/GC profit/GRT		51,356	3,697,633
Architectural/Design		8,681	625,000
Construction & Perm. Loan Fees		19,625	1,413,000
Other Soft Costs		3,847	277,000
Other Costs and Contingency		22,920	1,650,220
Total Uses		282,898	20,368,678



THANK YOU



Lynn D. Crawford, Mayor of Ruidoso
Ronald L. Sena, Village Manager
Michael Martinez, Deputy Village Manager
lynncrawford@ruidoso-nm.gov
ronaldsena@ruidoso-nm.gov
michaelmartinez@ruidoso-nm.gov



GUIDANCE FOR THE LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND

U.S. Department of the Treasury July 2022

INTRODUCTION

The U.S. Department of the Treasury (Treasury) is issuing this guidance regarding the Local Assistance and Tribal Consistency Fund (LATCF), established by Section 605 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021 (American Rescue Plan). This guidance provides a summary of the structure and terms of the program, including information about eligible uses of funds, program administration, and other requirements under the LATCF program. This guidance may be updated, revised, or modified, and Treasury may waive these standards to the extent permitted by law.

The American Rescue Plan appropriated \$2 billion to Treasury across fiscal years 2022 and 2023 to provide payments to eligible revenue sharing counties and eligible Tribal governments for use on any governmental purpose except for a lobbying activity. Eligible recipients must submit a request for funding in the Treasury Submission Portal to receive their payments, and further instructions can be found on the Treasury website. There is no pre-approval process for projects funded by the program. Recipients must submit periodic reports to Treasury on their expenditures.

The purpose of the LATCF program is to serve as a general revenue enhancement program. Many eligible revenue sharing counties and eligible Tribal governments have historically experienced fluctuations in their revenues, and this program is designed, in part, to supplement existing federal programs that augment and stabilize revenues for these communities. In providing support to these communities, allocations under this program consider the economic conditions of recipients.

Under this program, recipients have broad discretion on uses of funds, similar to the ways in which they may use funds generated from their own local revenue sources. Specifically, recipients may use these funds on any governmental purpose other than a lobbying activity. Recipients may maintain or expand public services – such as health, educational, housing, and public safety services – to their communities with these funds. Recipients may also invest in infrastructure – from roads and bridges to water infrastructure – to facilitate economic development, improve health outcomes, or transition their communities to clean energy. Recipients may also invest in restoring and bolstering government capacity, such as increasing the size of their government workforce or investing in improvements in service delivery, like technology infrastructure and data analysis resources, that will improve delivery of services to their communities for years to come.

I. PROGRAMMATIC TERMS OF THE ASSISTANCE

This section describes the programmatic terms of the program, including key information on eligible applicants, allocations, eligible and ineligible uses of funds, eligible and ineligible costs, and the availability of funds. Recipients are subject to the terms of the award agreement that they must enter into in order to receive funding.

A. ELIGIBLE APPLICANTS

The American Rescue Plan identifies eligible revenue sharing counties and eligible Tribal governments as the governments eligible to request payment of their allocation of the program and defines eligibility as follows:

- An *eligible revenue sharing county* is a county, parish, or borough that is independent of any other unit of local government; and that, as determined by the Secretary of the Treasury, is the principal provider of government services for the area within its jurisdiction; and for which, as determined by the Secretary, there is a negative revenue impact due to implementation of a Federal program or changes to such program. In addition, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the United States Virgin Islands are eligible revenue sharing counties.
- An *eligible Tribal government* is the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the American Rescue Plan pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 1531).

B. ALLOCATIONS

Section 605(b) provides for a total of \$2 billion for Treasury to make payments to eligible revenue sharing counties and eligible Tribal governments over fiscal years 2022 and 2023. The provision directs the Secretary to reserve \$750 million to allocate and pay to eligible revenue sharing counties for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible revenue sharing county, using measurements of poverty rates, household income, land values, and unemployment rates, as well as other economic indicators, over the 20-year period ending with September 30, 2021. Separately, the provision directs the Secretary to reserve \$250 million to allocate and pay to eligible Tribal governments for each of fiscal years 2022 and 2023, taking into account economic conditions of each eligible Tribe.

Eligible Tribal governments may log in to the Treasury Submission Portal to review their specific allocations under the program. Eligible revenue sharing counties may review their allocations on the Treasury website once the \$1.5 billion Local Assistance Fund for eligible revenue sharing counties has been launched.

C. ELIGIBLE AND INELIGIBLE USES OF FUNDS

a) Eligible Uses

Section 605(c) provides flexible support for eligible revenue sharing counties and eligible Tribal governments to meet their jurisdictions' needs. Specifically, the statute directs that recipients may use funds for any governmental purpose other than a lobbying activity.

As a general matter, recipients may treat these funds in a similar manner to how they treat funds generated from their own local revenue. Programs, services, and capital expenditures that are traditionally undertaken by a government are considered to fulfill a "governmental purpose." For Tribal governments, investing in activities undertaken by Tribal enterprises, such as operating or capital expenditures for businesses that are owned or controlled by a Tribal government, are considered a governmental purpose. However, the LATCF funds may not be used for lobbying activities.

A non-exhaustive list of example activities that fulfill a governmental purpose include, but are not limited to:

- Provision of health services, educational services, court services, police, fire, emergency
 medical, and other public safety services, utilities or sanitation services, and direct
 assistance to households (including cash assistance);
- Capital expenditures on core facilities and equipment, including in housing and community development (e.g., schools, hospitals, childcare facilities, and parks and recreation facilities), public safety facilities and equipment (e.g., police vehicles), and government administration buildings;
- Infrastructure investments, including roads, bridges, water and sewer systems, utility systems, airports, public transit, and technology infrastructure;
- Long-term economic development activities, including affordable housing development, workforce development and other programs to strengthen local communities undergoing economic transitions;
- General government operations, such as general government administration, personnel costs, administrative facilities, record keeping, tax assessments, or election administration; and
- Meeting another federal program's non-federal match or cost-sharing requirements, unless barred by statute or other applicable law (as detailed further in this guidance).

Federal Davis-Bacon Act prevailing wage rate requirements do not apply to projects funded solely by the LATCF except for LATCF-funded construction projects undertaken by the District of Columbia. Further, generally, receipt of LATCF funding does not trigger the National

¹ Neither the Davis-Bacon Act nor Davis-Bacon Act related provisions requirements apply to projects funded solely with award funds from the LATCF, except for LATCF-funded construction projects undertaken by the District of Columbia. The Davis-Bacon Act specifically applies to the District of Columbia when it uses federal funds to enter into contracts over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Recipients may be subject to the requirements of the Davis-Bacon Act, when LATCF funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of

Environmental Policy Act (NEPA),² although recipients must ensure compliance with all applicable federal environmental laws.

b) Ineligible Uses

Recipients may not use federal funds to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation. Amounts that are used in violation of the lobbying restriction set forth in this guidance may be subject to recoupment.

c) Compliance with financial management, procurement, and conflicts of interest standards

Recipients must expend and account for the LATCF funds in accordance with the financial management, procurement, and conflicts of interest standards, laws, policies, and procedures applicable to their expenditure of and accounting for their own funds. Treasury will monitor violations of this requirement through reporting and other sources. Recipients should also review the Buy America domestic content procurement preference requirements, below.

D. ELIGIBLE AND INELIGIBLE COSTS

As a general matter, recipients may use funds to cover costs incurred on any eligible use, including costs incurred from March 15, 2021. Recipients may use funds to cover costs of administering the LATCF program, including costs of consultants to support effective management and oversight as well as compliance with legal, regulatory, and other requirements.

E. TRANSFERS

Recipients may transfer to and pool LATCF funds with other entities for projects, provided that recipients are able to track use of the funds in line with the reporting and compliance requirements of the LATCF. As an example, neighboring counties may pool funds in order to invest in a regional infrastructure project. Further, recipients may fund a project with both LATCF funds and other sources of funding, provided that the project is an eligible use under each source program and recipients are compliant with all other related statutory and regulatory requirements and policies.

Transfers under this program do not give rise to subrecipient relationships given the purpose of the award. As a result, recipients do not need to comply with subrecipient monitoring or oversight requirements outlined in the Uniform Guidance at 2 C.F.R. § 200.331 through § 200.332. Further, no subrecipient reporting under 2 C.F.R. Part 170 will be required for this program, although

the Davis-Bacon Act. Additionally, corollary state prevailing-wage-in-construction laws (commonly known as "baby Davis-Bacon Acts") may apply to projects.

² Projects supported with payments from LATCF may still be subject to NEPA review if they are also funded by or otherwise involve actions from other federal programs or agencies.

recipients meeting the applicable thresholds will still be required to report on executive compensation pursuant to 2 C.F.R. Part 170.

F. NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

As a general principle, federal funds that constitute revenue sharing to state and local governments may generally be used to meet the non-federal match or cost-share requirements of another program.³

Given the LATCF's purpose as a general revenue enhancement program and the broad eligible uses of LATCF funds, Treasury has determined that funds available under the LATCF program constitute revenue sharing. Therefore, funds under the program may be used to meet the nonfederal cost-share or matching requirements of other federal programs. Pursuant to 2 C.F.R. § 200.306(b), if funds are legally available to meet the match or cost-share requirements of an agency's federal program, such awarding agency is required to accept such funds for the purpose of that program's match or cost-share requirements except in the circumstances enumerated in that section. If a recipient seeks to use LATCF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of LATCF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the LATCF funds for the match or cost-share requirement. Additional guidance specific to Medicaid and CHIP is forthcoming.

Recipients using LATCF funds to meet non-federal match or cost-share requirements of another federal program must ensure that the costs are eligible costs under the other federal program and are compliant with the statutory, regulatory, and program requirements of the LATCF and the other federal program.

G. AVAILABILITY OF FUNDS

All funds are available to recipients until expended or returned to Treasury.

³ See U.S. Government Accountability Office, *Principles of Federal Appropriations Law, Third Edition, Volume II*, p. 10-99, GAO-06-382SP (February 2006), https://www.gao.gov/assets/gao-06-382sp.pdf

II. OPERATIONAL TERMS OF THE ASSISTANCE

This section provides a summary of operational terms of the program, including payments, reporting, and compliance. Treasury expects to release reporting and compliance guidance for the LATCF program at a later date.

A. PAYMENTS

Recipients may request payment of their allocation through the Treasury Submission Portal by following the instructions on Treasury's website. Eligible applicants will be required to complete payment information and sign an award agreement. Tribal governments will be required to complete a certification regarding economic conditions.

B. REPORTING

All recipients will be responsible for submitting an annual Project and Expenditure report to Treasury, which is expected to require data on obligations and expenditures by category of use and certification that funds have not been used to fund lobbying activities. Treasury will release detailed reporting guidance soon.

Information provided through annual reporting will be used to facilitate Treasury's compliance review for uses of funds that do not comply with program requirements, as well as to reduce the risk of waste, fraud, and abuse. Any eligible revenue sharing county that is determined to have failed to submit a report may be required to repay to Treasury an amount up to 5 percent of its total allocation, as authorized by Sections 605(d) and (e).

C. OVERSIGHT

Recipients will be subject to audit or review by the Treasury Inspector General and Government Accountability Office. Recipients are subject to the Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

D. COMPLIANCE

a) General

Treasury may recoup funds from any recipient in cases of misuse of LATCF funds. Separately, in case of a failure to report, Section 605(c) provides specifically that Treasury may also recoup funds from an eligible revenue sharing county of an amount that the Secretary determines appropriate but that does not exceed 5 percent of the recipient's total allocation.

Any amounts that Treasury has determined to recoup would be subject to generally applicable federal debt collection laws and procedures, including the provisions set forth in Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Parts 900 through 904.

Treasury expects to work with recipients to support the use of LATCF funds and the timely filing of annual reports to Treasury. Treasury may, for example, request additional information and work

with recipients to remedy the failure to timely file a report before initiating the recoupment process. Treasury may pursue additional remedies for noncompliance with applicable law or program requirements in conjunction with, or as an alternative to, recoupment, including imposing conditions on the receipt of additional LATCF funds by the recipient and/or terminating further payments from the LATCF.

b) Recoupment Process

Treasury will monitor recipients' compliance with legislative and program requirements through evaluation of information submitted by recipients through annual reporting as well as other sources. If Treasury identifies an instance of potential non-compliance, Treasury expects to provide the recipient with a notice of the proposed non-compliance. Treasury expects the notice of proposed non-compliance to set forth a process consistent with the award terms and conditions and applicable law. Recipients that receive a final determination of non-compliance from Treasury will be required to repay any amounts in accordance with the process set forth in the final determination of non-compliance.

Treasury retains the discretion to provide additional guidance on the process set forth above in accordance with and as permitted by Chapter 37 of title 31 of the United States Code and the Federal Claims Collection Standards at 31 C.F.R. Part 900.

E. APPLICATION OF FEDERAL FINANCIAL ASSISTANCE REQUIREMENTS

The LATCF is considered federal financial assistance and recipients are generally subject to laws and regulations applicable to federal financial assistance.

a) Financial Assistance Award Management Requirements

LATCF recipients are subject to the following provisions of 2 C.F.R. Part 200 (the Uniform Guidance):

- 2 C.F.R. Subpart A (Acronyms);
- 2 C.F.R. 200.100-110 (certain General Provisions);
- 2 C.F.R. 200.203 (public notice of Federal financial assistance programs);
- 2 C.F.R. 200.303 (internal controls); and
- Single Audit Act and its implementing regulations at 2 C.F.R. Part 200 Subpart F.

Per 2 C.F.R. § 200.101(b), the program is not subject to other Uniform Guidance provisions beyond those detailed above, such as the provisions regarding program income, interest advances, equipment and real property management, procurement requirements, or subrecipient monitoring and reporting requirements. Therefore, capital assets acquired using LATCF funds are not subject to the Uniform Guidance's use and disposition instructions, and program income is income to the recipient government and not subject to program restrictions.

No subrecipient reporting under 2 C.F.R. Part 170 (implementing the Federal Funding Accountability and Transparency Act of 2006) will be required for this program, although recipients meeting the applicable thresholds will still be required to report on executive

compensation pursuant to 2 C.F.R. Part 170. Treasury's regulations at 31 C.F.R. Part 19 (implementing OMB's Guidelines to Agencies on Governmentwide Debarment and Suspension at 2 C.F.R. Part 180) are applicable to the program. Recipients are required to comply with the System for Award Management (SAM) requirements in 2 C.F.R. Part 25.⁴

There are no matching, level of effort, or earmarking compliance responsibilities associated with the LATCF program.

b) Buy America Domestic Content Procurement Preference

The Build America, Buy America Act establishes domestic content procurement preference requirements for federal financial assistance programs for infrastructure. These requirements apply to the LATCF. As such, expenditures for iron, steel, manufactured products, and construction materials used in an infrastructure project funded using a LATCF award generally must be produced in the United States. These requirements do not apply to non-infrastructure projects or to infrastructure projects undertaken in response to the COVID-19 public health emergency.

Recipients should review the details of these domestic content procurement requirements as provided in the terms and conditions of the LATCF award, which follow the guidance provided by the Office of Management and Budget (OMB).⁶ The definition of infrastructure as provided by the Build America, Buy America Act and OMB guidance is broad and includes the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. An infrastructure project includes the construction, alteration, maintenance, or repair of infrastructure.

Treasury plans to propose a waiver from the Build America, Buy America Act requirements for awards made under the LATCF program. Treasury will post the proposed waiver and its terms, including its duration, on the Treasury website, and will also provide an update after the public comment period has closed. Should a waiver be issued, infrastructure projects undertaken under awards issued after the waiver is effective will not be subject to Build America, Buy America Act requirements.

An eligible Tribal government may request funding and receive an award before a waiver is issued and becomes effective. However, typically, only awards issued after the waiver is issued and becomes effective are excluded from the requirements of the Buy America, Build America Act. If

⁴ 2 C.F.R. Part 25, Subpart C, is inapplicable to this program as transfers under this program do not give rise to subrecipient relationships.

⁵ See section 70914(a) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (IIJA). The Buy America, Build America Act was included as sections 70901-27 of the IIJA.

⁶ OMB's guidance is provided in OMB Memorandum M-22-11, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" (April 18, 2022), available at https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf.

a Tribal government receives an award prior to the date any waiver becomes effective, then the award may still be subject to the requirements of the Buy America, Build America Act. Treasury will provide more details on the waiver's effective date on its website.

The Buy America, Build America Act requirements do not apply to expenditures using LATCF funds for infrastructure projects undertaken in response to the COVID-19 public health emergency or in response to or anticipation of other major disasters or emergencies declared by the President under the Stafford Act. Treasury recognizes that the public health emergency is impacting recipients in different ways and that recipients are impacted by a broad range of other types of major disasters and emergencies declared under the Stafford Act. Accordingly, recipients should make their own determinations as to what infrastructure projects they need to undertake to respond to the COVID-19 public health emergency or other Stafford Act disaster or emergency.

F. COMPLIANCE WITH OTHER APPLICABLE LAWS

Recipients are responsible for complying with all other applicable laws in the course of using the funds from their award, including all applicable environmental laws and all laws applicable to federal financial assistance (unless stated otherwise in this guidance or the award agreement). Applicable laws include but are not limited to those listed in the award agreement.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997) re: Increasing Seat Belt Use, Treasury encourages recipients to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles. Recipients should also encourage their contractors to adopt and enforce such policies.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), re: Reducing Text Messaging While Driving, Treasury encourages recipients to encourage their employees and contractors to adopt and enforce policies that ban text messaging while driving, and recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

⁷ More specifically, as provided in OMB's guidance, the requirements of the Buy America, Build America Act do not apply to expenditures made in anticipation of or in response to an event or events that qualify as an "emergency" or "major disaster" within the meaning of the Stafford Act, 42 U.S.C. § 5122(1), (2). See OMB Memorandum M-22-11 at 3-4.

III. CONTACT INFORMATION

E-mail correspondence is preferred. Correspondence by mail may be subject to significant delays.

LATCF@treasury.gov

U.S. Department of the Treasury Attn: Local Assistance and Tribal Consistency Fund 1500 Pennsylvania Ave NW Washington, DC 20220

treasury.gov/LATCF



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 18

SUBJECT:

Letter of Support for the Upper Hondo Soil & Water Conservation District to Apply for the River Stewardship Grant Program to Rehabilitate the Rio Bonito Riparian Area



P. O. Box 900, 267 Main Road, Capitan, NM 88316

PH: (575) 354-2220 Website: uhswcd.com

Email: upperhondo@uhswcd.com

<u>Supervisors:</u>
David Cox, Chairman
Jason Price, Vice-Chairman
Jackie Powell, Secretary/Treasurer
<u>Staff:</u>

Judy Bock, District Manager - upperhondo@uhswcd.com
Wanda Schmidt, Conservation Technician - wanda@uhswcd.com

Stacey Mills, Member Richard Montoya, Member Robert Barber, Member Beth Keenan, Member

Lindsey Chavez Meairs, Project Manager - lindsey@uhswcd.com

Request for Letter of Support

Dear Chairman Proctor and County Commissioners,

Upper Hondo Soil & Water Conservation District is applying for the River Stewardship Grant Program through the New Mexico Environment Department. We are asking for a letter of support in the rehabilitation of the Rio Bonito riparian area.

The Little Bear Fire in 2012, left the riparian area severely damaged and is still in need of rehabilitation. These funds would be used to clear dead and standing trees which pose a serious threat to the public especially during high wind events. Clearing debris in and along the riverbank will relieve blockages and obstructions that are altering the natural flow and health of the river. Debris removal will prevent damage to properties during flooding events as well. Funds will also be used to control and prevent further soil erosion by planting native vegetation and stabilizing embankments and watersheds.

This project will take place primarily on City of Alamogordo property. There are approximately 10 private landowners that reside within the area as well. Participation in rehabilitation efforts is purely voluntary and at the landowner's discretion. Rehabilitation will begin on Forest Rd 107 and Highway 37 and continue West along the river approximately 2 miles towards Bonito Lake.

This project will not only improve water quality but improve the safety of the area for recreationists and landowners as well.

We hope to gain your support so that we can move forward with the application process.

Sincerely,

Lindsey Meairs-Project Manager



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 19

SUBJECT:

Request for approval for a release of bond for Don Murphy regarding the Avalon Forest Subdivision in the Amount of \$25,180.00



Country of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 20

SUBJECT:

Approval of Subrecipient Agreement Between the New Mexico Department of Finance and Administration and the County of Lincoln for the Regional Recreation Centers Quality of Life Program in the Amount of \$236,990.00



Michelle Lujan Grisham, Governor Wayne Propst, Cabinet Secretary

407 Galisteo St, Santa Fe, NM 87501 (505) 827- 4985

Local Government DivisionWesley Billingsley, Division Director

November 27, 2023

To: Todd Proctor

Lincoln County

From: Wesley Billingsley, Director

DFA Local Government Division

Re: HB2 – 2023 Regional Recreation Centers/Quality of Life Grant Award

Congratulations! On behalf of the DFA Local Government Division (DFA/LGD), it is our pleasure to inform you that Lincoln County has been awarded \$236,990.00 for the 2023 Regional Recreation Centers/Quality of Life Grant.

The HB2 – 2023 Regional Recreation Centers/Quality of Life Grant is funded with Federal funds, therefore will require specific reporting of which will be included with your grant agreement. Grant agreements will be issued within the next few days and some additional information may be requested to execute the grant agreement. Please note the term of these grant agreements are July 1, 2023, to June 30, 2024. Please be aware grantees cannot expend or incur costs against the grant agreement with DFA/LGD prior to July 1, 2023.

We look forward to working with you on this exciting project. If you have any questions, please contact Maureen Ayers CDB Project Manager on the CDB Team at maureen.ayers@dfa.nm.gov; 505-470-0977.

Respectfully,

Wesley Billingsley
Wesley Billingsley; Director

Local Government Division

xc: Carmen Morin, Community Development Bureau (CDB), Bureau Chief Maureen Ayers CDB Project Manager

STATE OF NEW MEXICO SUBRECIPIENT AGREEMENT FOR

THE REGIONAL RECREATION CENTERS QUALITY OF LIFE PROGRAM

COVER PAGE

Agreement Number			
<u>23-ZH5053-31</u>			
Subaward Period of Performance			
Start Date			
July 1, 2023			
End Date			
June 30, 2024			
Subaward Budget Period			
Start Date			
July 1, 2023			
End Date			
June 30, 2024			

Subaward Project Description (Purpose)

Grant of Coronavirus State and Local Fiscal Recovery Funds to furnish, equip, purchase and install improvements for the rodeo arena in Lincoln County.

Exhibits

The following are Exhibit and Attachments are included within this Agreement:

- 1. Exhibit A, Federal Award Information
- 2. Exhibit B, Scope of Work and Budget
- 3. Exhibit C, Federal Provisions
- 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements
- 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable)
- 6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds
- 7. Exhibit G, CSFRF Quarterly Reports

Contact Information

Pass-Through Entity (State): Subrecipient:

Agency Name: Local Government Division of Name: Lincoln County

Department of Finance and Administration
Representative: Maureen Ayers
Representative: Todd Proctor
Title: County Commission Chair

Address: 407 Galisteo Street Address: PO Box 711 Address: Room 202 Carrizozo NM, 88301

City, State Zip: Santa Fe, NM 87501 Email: tproctor@lincolncountynm.gov

Email: maureen.ayers@dfa.nm.gov

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus Local Fiscal Recovery Fund
Assistance Listing Number	21.027
Federal Award Date	June 9, 2021
Award End Date	October 31, 2026
Indirect Cost Rate	
Research and Development Award?	No
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount in Federal Award (this is not	
the amount in the grant agreement)	\$1,751,542,935.00

SUBRECIPIENT AGREEMENT BETWEEN THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION AND Lincoln County

THIS SUBRECIPIENT AGREEMENT is hereby made and entered into this 20th day of November 2023, by and between the New Mexico Department of Finance and Administration ("DFA") (hereinafter referred to as "STATE"), and Lincoln County (hereinafter referred to as "SUBRECIPIENT").

WHEREAS, the U.S. Department of Treasury (hereinafter referred to as "Treasury" or "GRANTOR") has made federal funds available to the STATE under the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") Program (Assistance Listing Number ("ALN") 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. **Definitions**

- a. "Agreement Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- b. "Agreement" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- c. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- d. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.

The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

- e. "Budget" means the budget for the Work described in Exhibit B.
- f. "Business Day" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.
- g. "Effective Date" means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.
- h. "Exhibits" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- i. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- j. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.
- k. "Goods" means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.
- 1. "Grant Funds" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- m. "STATE" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- n. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- o. "Initial Term" means the time period defined in the agreement.
- p. "IPRA" means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions
- q. "Matching Funds" means the funds provided the State as a match required to receive the Grant Funds.
- r. "Party" means the State or STATE, and "Parties" means both the State and Subrecipient.
- s. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- t. "PHI" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- u. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- v. "Services" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- w. "State Confidential Information" means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- x. "State Fiscal Year" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- y. "State Records" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.
- z. "Subcontractor" means third parties, if any, engaged by Subrecipients to aid in performance of the Work.
- aa. "Tax Information" means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- bb. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- cc. "Work Product" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.
- dd. "Work" means the Goods delivered and Services performed pursuant to this Agreement.
- ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. Scope of Work

The GRANTOR has provided funds, through its CSLFRF Program, to the STATE who is then providing this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as "Exhibit A." The SUBRECIPIENT shall perform the services and necessary tasks required in order to accomplish the objectives of the GRANTOR'S Program which have been agreed to by the STATE, as outlined in "Exhibit B."

SUBRECIPIENT'S full and timely performance of Exhibit B-Scope of Work shall include strict compliance with all applicable federal, state or local laws, regulations and administrative policies as they relate to the SUBRECIPIENT'S specific approved project including but not limited to the references above as well as the following:

- (a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A Coronavirus State and Local Fiscal Recovery Funds.
- (b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.
- (c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.
- (d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.
- (e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.
- (f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.
- (g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.
- (h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.
- (i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.
- (j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR'S CSLFRF Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT.

In compliance with the above, the SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. Term of Agreement

The term of this agreement shall become effective upon execution by DFA for the period of July 1, 2023 through June 30, 2024. All funds must be obligated by the SUBRECIPIENT by June 1, 2024, and all funds must be expended by June 30, 2024, and reimbursement requested by the SUBRECIPIENT to the STATE by July 15, 2024.

4. Payment Terms of Grant Funding

a. The maximum budget for the scope of work identified in Section 1 above:

\$236,990.00 (Two Hundred Thirty Six Thousand Nine Hundred Ninety Dollars and Zero Cents)

b. Taxes. Subaward, budget amount includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 et seq. ("NMGRT"). The SUBRECEIPENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

c. Payment Procedures

- (1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.
- (2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.
- (3) The STATE shall pay each invoice within forty-five (45) days following the STATE's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.
- (4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Advancement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program. Any questioned costs which may occur at any point in this process (including the <u>five (5) year</u> period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. Reporting, Monitoring, and Review

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT

shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq.*, then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. Amendments and Assignments

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. Records, Audits, and Other Grant Compliance Issues

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

(1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

- (2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:
 - i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;
 - ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,
- iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.
- (3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

- (1) Administrative, Contractual or Legal Remedies are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;
- (2) **Termination Provision** requires all contracts in excess of \$10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;
- (3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);
- (4) For all applicable contracts in excess of \$100,000 that involve the employment of mechanics or laborers, Contract Work Hours and Safety Standards Act which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);
- (5) For all contracts that meet the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (See Exhibit C);
- (6) All contracts, subcontracts and sub-grants in excess of \$150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act (See Exhibit C);
- (7) Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180) which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (See Exhibit C);
- (8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding \$100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to

- influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (See Exhibit C);
- (9) For all construction contracts in excess of \$2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (See Exhibit E);
- (10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,
- (12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of \$10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

- (1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;
- (2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;
- (3) Americans with Disabilities Act of 1990, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;
- (4) Section 504 of the Rehabilitation Act of 1973, if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a

- disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);
- (5) For all construction or repair contracts, **Copeland "Anti-Kickback"** Act which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;
- (6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;
- (7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;
- (8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);
- (9) 2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection) subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;
- (10) National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of \$10,000, to purchase flood insurance;
- (11) Wild and Scenic Rivers Act of 1968 which protects components or potential components of the national wild and scenic rivers system;
- (12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;

- (13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;
- (14) Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials are prohibited from being utilized without specific federal agency pre-approval;
- (15) False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies) which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,
- (16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. Liability and Indemnity

a. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

b. Indemnity

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the

STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

9. Insurance

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the STATE.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- v. \$1,000,000 each occurrence; and
- vi. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- vii. \$1,000,000 each occurrence; and
- viii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- ix. \$1,000,000 each occurrence; and
- x. \$1,000,000 general aggregate.

B. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

C. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

D. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.

E. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

F. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

10. Breach

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. Remedies

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. Termination of Agreement and Dispute Resolution

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. Conflicts of Interest

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. Notices and Representatives

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

- a. by hand with receipt required;
- b. by certified or registered mail to such Party's principal representative at the address set forth below; or
- c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. Rights in Work Product and Other Information

a. Work Product

Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. General Provisions

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

1. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. Severability, Entire Agreement and Captions

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a

manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

THIS GRANT AGREEMENT has been approved by:

Lincolr	n County:						
Todd Proctor, County Commission Chair				_			
NEW ADMII	MEXICO NISTRATIO	DEPARTMENT N:	OF	DEPARTMENT	OF	FINANCE	AND
	Wesley Direct	y Billingsley, Local or	Gover	nment Division	_	Date	

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: Lincoln County

Subrecipient Unique Identification (ID) Number: GDXUACW18VJ7

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): July 1, 2023 through June 30, 2024

Amount of Federal Funds Obligated to Subrecipient: \$236,990.00

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration 407 Galisteo Street Santa Fe, NM 87501 (505) 827-4985

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the \$236,990.00 subaward funding for this project is July 1, 2023 – June 30, 2024, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the \$236,990.00 subaward funding.

To furnish, equip, purchase and install improvements for the rodeo arena in Lincoln county.

I. Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

- 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.
- 2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.
- 2.1.7. "Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. "Prime Recipient" means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

- 3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

- 4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. TOTAL COMPENSATION.

- 5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
 - 5.1.2. In the preceding fiscal year, Subrecipient received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above CSFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

- 8.1. Subrecipient shall report as set forth below.
- 8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) (Federal guidance may change this requirement in July 2022)

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning (Federal guidance may change this requirement in July 2022)
- b) Number of families served by home visiting (Federal guidance may change this requirement in July 2022)

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics ("NCES") School ID or NCES District ID
- b) Number of students participating in evidence-based programs (Federal guidance may change this requirement in July 2022)

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services (Federal guidance may change this requirement in July 2022)
- b) Number of affordable housing units preserved or developed (Federal guidance may change this requirement in July 2022)

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)
 - b) Projected/actual initiation of operations date (month/year)
 - c) Location (for broadband, geospatial data of locations to be served)
 - d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (Federal guidance may change this requirement in July 2022):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

- ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.
- Narrative identifying speeds/pricing tiers to be offered, including the iii. speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

- 8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.
 - 8.1.2.1. Subrecipient UEI Number;
 - 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
 - 8.1.2.3. Subrecipient parent's organization UEI Number;
 - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:
 - 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
 - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
 - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
 - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
 - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
 - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent

applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employement and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
 - 8.1.3.7.1. For projects over \$10 million:
 - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-inconstruction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and subcontractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
 - 8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient

must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

- 8.1.3.7.1.3. Whether the project prioritizes local hires.
- 8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G-CSFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
 - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.
 - 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees 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 reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. <u>Debarment and Suspension</u> (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

- 14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.
- 14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
 - 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

- 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Passthrough Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

<u>Clean Air Act and the Federal Water Pollution Control Act</u>. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

<u>Debarment and Suspension</u> (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Or	ganization Name: Lincoln County
Subrecipient Organization Representative: Todd Proctor	
	Title: County Commission Chair
Signature_	
	Date:

Agreement with Subrecipient of Federal Recovery Funds Terms And Conditions

1. Use of Funds.

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 2. <u>Period of Performance</u>. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
- 3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G Reporting Modification Form.

4. Maintenance of and Access to Records

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 5. <u>Pre-award Costs.</u> Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 6. <u>Administrative Costs.</u> Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.

- 7. <u>Cost Sharing</u>. Cost sharing or matching funds are not required to be provided by Subrecipient.
- 8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

- 10. the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- 11. <u>Hatch Act.</u> Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. <u>False Statements</u>. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.
- 13. <u>Publications</u>. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 17. <u>Increasing Seat Belt Use in the United States</u>. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 40. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- 2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

- 3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.
- 4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
- 5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42

U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

- 6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
- 7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- 8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

- implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
- 9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS (IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of \$2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).
- The \$2,000 threshold Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds \$2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).
- Construction, alteration, or repair activities Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).
- Site of the work Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(1).
- Application to Governmental Agencies Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;
- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);
- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over \$100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The

recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;
- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;
- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

EXHIBIT G

CSFRF SUBRECIPIENT QUARTERLY REPORT

1. CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 21

SUBJECT:

Dora Batista – Council of Governments

Discussion and Approval of the Revised EDA Application 00003329 (the original inkind match won't be counted and therefore a cash match is required for amendment).

Lincoln County Fairgrounds Event Center					
Description	Justification	Amount			
		TOTAL	EDA	Lincoln County/SNMEDD In-kind	Lincoln County Match
Contracted Services	25 months	\$4,000,000	\$3,200,000		
SNMEDD Contracted Services	Administrative Support	\$ 15,000	\$ 12,000		
Lincoln County	Staff support time			\$ 36,475	
Lincoln County	Bookkeeping support			\$ 10,000	
SNMEDD	Administrative Support			\$ 15,000	
SNMEDD	Travel/per diem			\$ 1,300	
Lincoln County	Cash Match				\$740,225
TOTAL		\$4,015,000	\$3,212,000	\$ 62,775	\$740,225

Lincoln County Fairgrounds Event Center Budget Narrative

The following expenses are included in the Lincoln County Fairgrounds Event center are listed below, along with appropriate details. Expenses are broken down into EDA-funded, in-kind match, and cash match categories.

EDA-FUNDED

Contracted Services

Consulting services will be contracted to provide design and construction work for the Lincoln County Fairgrounds Event Center located at Lincoln County Fairgrounds.

Architecture and engineering fees – \$326,316

Engineering services will comprise of geotechnical subsurface investigation, environmental permitting, civil site grading, structural foundation design, and the electrical design necessary to prepare final signed and sealed plans and specifications.

Project Inspection Fees - \$261,053

Project inspection fees will comprise a part-tine field observer, field engineering support, and construction administration support. Full-time on-site field observation will ensure the intent of the plans and specifications are being adhered to. Documentation is generated and maintained, reporting is completed, responses to Requests for Information (RF) are prepared, shop drawings submittal review and logging, review/approval/processing of construction monthly pay applications, facilitate, and answer questions during construction, etc.

Demolition and Removal - \$149,467

Demolition and removal costs have been allocated for removing and relocating the existing animal stock pens from the north side of the existing arena to the south side and removing and relocating the stadium seating from the south side of the area to the north side. Reconfiguring the pens and seating is essential for the safe movement of pedestrians and livestock.

Construction - \$3,263,164

Project elements include the construction of a prefabricated steel structure to cover the existing arena measuring approximately 120 ft wide x 300 ft long, and new lighting for the arena. In addition, a new prefabricated metal building to serve as a feed storage building measuring 20 ft wide x 30 ft long and a new restroom facility.

TOTAL \$4,000,000

Contract with Southeast New Mexico Economic Development District for Administrative support services over the course of the project period which include preparation of program reports, draw downs, and procurement services.

TOTAL \$ 15,000 CONTRACTED SERVICES TOTAL \$4,015,000

IN-KIND MATCH

Personnel

Lincoln County staff time to manage and oversee project

County Manager .05 FTE

\$441 per month x 25 months

\$11,025

Public Works Director .10 FTE

\$590 per month x 25 months

\$14,750

Office of Emergency Services Director .10 FTE

\$428 per month x 25 months

\$10,700

TOTAL \$36,475

Lincoln County Bookkeeping support

\$400 per month x 25 months

\$10,000

Provide accounting and bookkeeping support for the project such as review and approval of expenses, reconciliation of grant account, tracking of spending, and monthly reports detailing expenses.

TOTAL \$10,000

SNMEDD Administrative support

Administrative support services over the course of the project period which include preparation of program reports, draw downs, and procurement services.

\$600 per month x 30 months

\$ 15,000

TOTAL \$ 15,000

SNMEDD Staff travel/per diem

\$52 per month x 25 months

\$1,300

Travel from Roswell, NM to Capitan, NM

TOTAL \$ 1,300

IN-KIND MATCH TOTAL \$62,775

CASH MATCH

Lincoln County Cash from General Reserves

\$740,225



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

August 16, 2023

EDA, Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701

RE: Letter of Support – Lincoln County EDA Grants

To Whom It May Concern:

I am writing this letter to provide commitment for the in-kind match from Lincoln county for the Lincoln County Fairgrounds Event Center in Lincoln County, EDA-APP# 00001336. The specific in-kind contributions are listed below and well as the cash match, which is dedicated to this project and fully encumbered.

NON-EDA FUNDS FOR AEC PROJECT			
Source	Amount	Date Available	Type Restriction/Comment
Lincoln County	\$ 36,475	11.1.2023	Staff time to manage and oversee project – **.05 FTE County Manager \$441 x 25 months **.10 FTE Public Works Director \$590 x 25 months **.10 FTE Office of Emergency Management Services \$428 x 25 months
Lincoln County	\$ 10,000	11,1,2023	Bookkeeping support \$400 per month x 25 months
Lincoln County	\$740, 225	11.1.2023	Cash held in the general reserves account
TOTAL	\$786,700		sassificia in the general reserves account

If you have questions, or would like additional information, please do not hesitate to contact me.

Sincerely,

Todd F. Proctor

Lincoln County Chairman



November 16, 2023

EDA Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701

RE: Letter of Cash Match

EDA Application 00003329 Lincoln County Event Center

TO: Review Committee

This letter is to verify that Lincoln County has the required match of \$786,700.00 calculated as follows:

Total project cost:

\$4,015,000

Less 20% required match

\$ 803,000 (Less 16,300 In Kind from COG = \$786.700)

EDA request 80%

\$3,212,000

The Cash Match Funds are available, unencumbered, and not restricted. Please let us know if you require any other type of documentation.

Respectfully,

Makayla Zonfrilli

Lincoln County Manager

Habriel Salvelli



PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 22

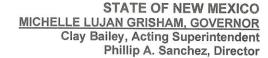
SUBJECT:

Authorization to Schedule Public Hearing to Consider Other Outdated or New Lincoln County Ordinances:

a. Public Hearing to Consider Approval of New Application for a Club Liquor License with On Premises Consumption Only with Patio Service by Alto Lakes Golf and Country Club, Inc. located at #1 Country Club Rd., Alto, NM 88312; for Kokopelli at Alto Lakes Golf; located at 1200 High Mesa Road, Alto, NM 88312.

AND *IMMEDIATELY FOLLOWING ITEM a*

b. Ordinance No. 2014-06 Lincoln County Indigent Hospital/Health Care Ordinance Adopting Public Assistance Provisions relating to Health are for Indigents, in Accordance with the Indigent Hospital and County Health Care Act; Providing for the Annual Adjustment to IHC Income and Claims Policy Limit Schedules; Providing for the Severability of Parts Hereof; Repealing Ordinances in Conflict Herewith; and Declaring an Effective Date





November 7, 2023

Certified Mail No.: 7021 2720 0001 2205 0214

Lincoln County Whitney Whittaker, County Clerk PO Box 338 Carrizozo, NM 88301-0338

RECEIVED

NOV 2 2 2023

Lincoln County Clerk

Lic. No. /Appl. No.:

Name of Applicant: Alto Lakes Golf and Country Club, Inc.

Doing Business As: Kokopelli at Alto Lakes Golf

Proposed Location: 1200 high Mesa Road, Alto, New Mexico 88312

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;



ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

THE APPLICANT IS SEEKING CLUB LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY WITH PATIO SERVICE

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Charmaine Martinez

Admin Law Judge | Hearing Officer NM Regulation & Licensing Department Alcoholic Beverage Control Division

Phone: (505) 476-4804 Fax: (505) 476-4595 Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

- 1. Original Page 1 of the Application (must be signed and returned w/notices of publication)
- 2. Copy of Page 2 of the Application
- 3. Copy of the Zoning Statement
- 4. Copy of Floor Plan





STATE OF NEW MEXICO MICHELLE LUJAN GRISHAM, GOVERNOR

Linda M. Trujillo, Superintendent Phillip A. Sanchez, Interim Director

CLUB Non-Profit Organization Application \$200.00 Application Fee, non-refundable
ABC USE ONLY: Application Fee \$ 1, 250 Received on: 9-29-23 Receipt No
Application Number: Local Option District:
Clubs with more than two hundred fifty members, one thousand two hundred fifty dollars (\$1,250) Clubs with two hundred fifty members or fewer, two hundred fifty dollars (\$250) License Fee \$ Received on: Received No
Applicant is a Non-Profit Organization, Corporation No.: 589369 Formed on: 7/24/196
NAME OF APPLICANT: Alto Lakes Golf and Country Club, Inc
D/B/A Name to be used: Kokopelli at AltoLakes Gulf Business Phone #:
Mailing Address: PO Box 168 Atto NM 88312
Email (required): Cmaldonado@altolakesgolf.com
Physical location where license is to be used: 1200 High Mess Road, Alto NW 88312 County: Lincoln (Include street number / highway number / state road, city, state, and zip code)
Contact Person: Craig Maldonado Phone #: 575-336-3133 Email: cmaldonado paltolakes quis
Are alcoholic beverages currently being dispensed at the proposed location ▼No □Yes If Yes, License # / Type:
NON-PROFIT INFORMATION:
Name of club and chapter, lodge number, etc.: Ato Lakes Golfand Country Chi
Is Club Affiliated with National or International Organization? Yes No
Name of parent organization: Atolakes Golf aw Couty (14 Phone: 576-336-3133
Address: # 1 Corneting Club Rd Alto, NM EEZIZ PO Box 168
Club has been in existence for: 56 number of years and was Chartered on: July 24, 1967
Club is to be operated for non-profit to members: ➤ Yes □No
Club has fifty (50) or more current members: XYes, with Membership List attached
Club is tax exempt from payment of income tax to IRS, per Section 501-A IRS CODE. ▼Yes □No
(Attach current copy of Certificate or Letter of Exemption, issued within last two (2) years)
Organization which this club supports or donates to:
SEP 2 9 2023

CODDOD AME	TATEODALAMIOAT
CORPORATE	INFORMATION:

New Mexico Non-Profit Corporations must be in good standing with the Office of the Secretary of State Business Services Division (SOSBSD), and should have the names of the principal Officers/Directors as listed below. Principal Officers are the positions equivalent to the President, Vice President, Secretary and Treasurer, of your organization. List the names of any Directors listed at SOSBSD, and identify the Resident Agent. Include a signed copy of the Meeting Minutes reflecting the Officers/Directors elected. List Name and Title of the Officers and Directors below: OFFICERS: Name Title Toni Pope President Cindy Stone Secretary Cindy Stone Secretary Cindy Stone Secretary
Has Corporation ever had a liquor license in which it held any interest in any State suspended or revoked? No Yes, if so, provide details:
List every liquor license in which the Corporation holds any interest, direct or indirect: None See Attached As follows: # 2549 # 8233
Has any principal Officer, Director of this Corporation ever been convicted of a felony? ∦ No □Yes, detailed as follows:
Note: All managing members must also be Server Certified and for each Officer/Director of Corporation, complete the Personal Data Affidavit -Page 5
I, (print name) Craig Maldonado, as (title) Assistant General Manager being first duly sworn upon eath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.
You must sign and date this form before a Notary Public.
Signature of Applicant: Ulaborate Date: 4/22/2023
Notary Public Use Only: (State of New Mexico SUBSCRIBED AND SWORN TO before me this 72 day of September, 20 13 State of New Mexico Notary Public: Notary Public Lorena Martinez Date my Commission Expires: 5.30.2027 Commission Number 1140
Local Option District Use Only: Local Governing Body of
Public Hearing held on20 Please check one: ☐ Approved ☐ Disapproved
Signature of City/County Official: Title:
Alcoholic Beverage Control Division Use Only: Approved Disapproved,
Signed by Director: Date:
Page 1B



Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (ch	eck one)
Mowned by Applicant, copy of deed/document attached	050.00
☐ Leased by Applicant, copy of lease/document attached	SEP 2 9 2023
Other (provide details):	ALCO TO SECURE
2. If the land and building are not owned by Applicant, indicate the following	;
A. Owner(s):	
B. Date and Term of Lease:	2
3. Premises location is Zoned (example C-1, see Zoning Statement):	
Zoning Statement attached, Yes No Must be obtained from the Local Golocation by address, Type of Zone, state whether alcoholic beverages are allow applicable, whether packaged sales, patio service and/or manufacturing is all the proposed location, attach Statement from the local government, indicating the	ved at proposed location, and in lowable. If there is no zoning in
4. Distance* from nearest Church: (Property line of church to closest point of licen	
Name of Church: Mountain View Church of Christ	Miles/feet: 1.25 miles
Name of Church: Mountain View Church of Christ Address/location of Church: 103 Highway 48 Alto Ny	88312
5. Distance* from nearest School: (Property line of school to closest point of license Name of School: White Mountain Elementury School Address/location of School: 203 white Mountain Orive, 2	ed premises—shortest distance)
6. Attach Detailed Floor Plan, must include the Total Square Footage of pren Show which direction is North; Show each level (floor) where alcoholic bever exterior walls, doors, and interior walls; Patio Area with type of barrier used; floor plan should be no larger than 8½ x 11 inches and must be labeled with which will reflect the proposed Licensed Premises.	nises; List nearest cross street; ages will be sold or consumed, Highlight Bonded Areas. The designated areas highlighted,
7. Type of Operation: \square Hotel \square Lounge \square Package Gro	©
☐ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery	□ Wholesaler
X Other (specify): Private Club with Rostaveast and Gol	f Course

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.





COUNTY OF LINCOLN

Planning Department

109 Kansas City Road, Ruidoso, New Mexico 88345

September 14, 2023

Site Description: Alto Lakes Golf & Country Club

Attn: Craig Maldonado

This letter is to confirm that the County of Lincoln does not have zoning which would regulate activities in this area of Lincoln County.

This land is located in an unincorporated area of Lincoln County, New Mexico.

Commercial or residential activity is not regulated by the County of Lincoln and is dependent on the State of New Mexico licensing for any commercial activities.

If I can be of further assistance please do not hesitate to contact my office.

Sincerely,

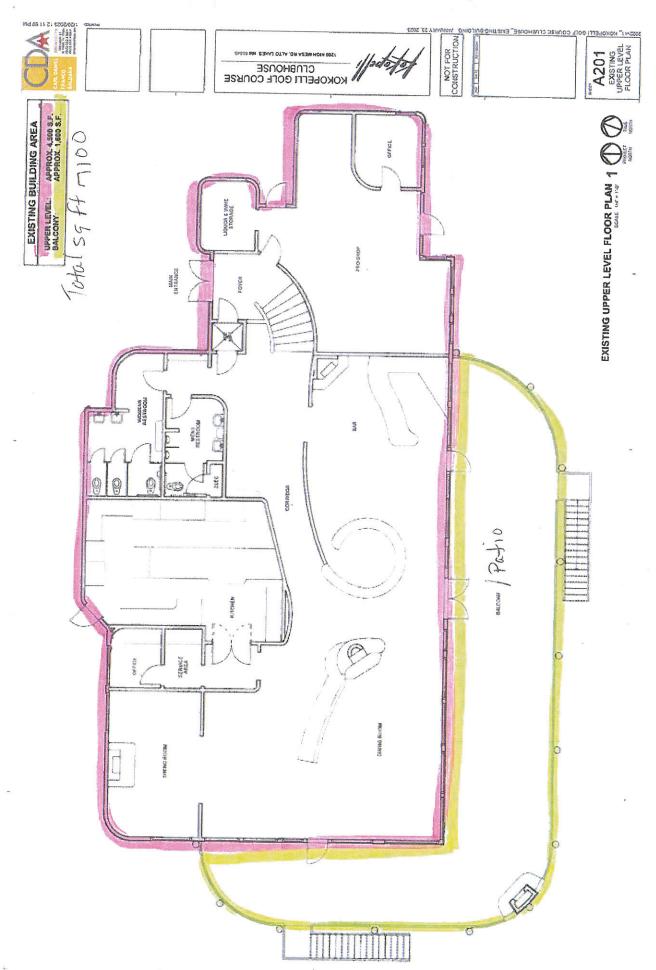
Gary Stout

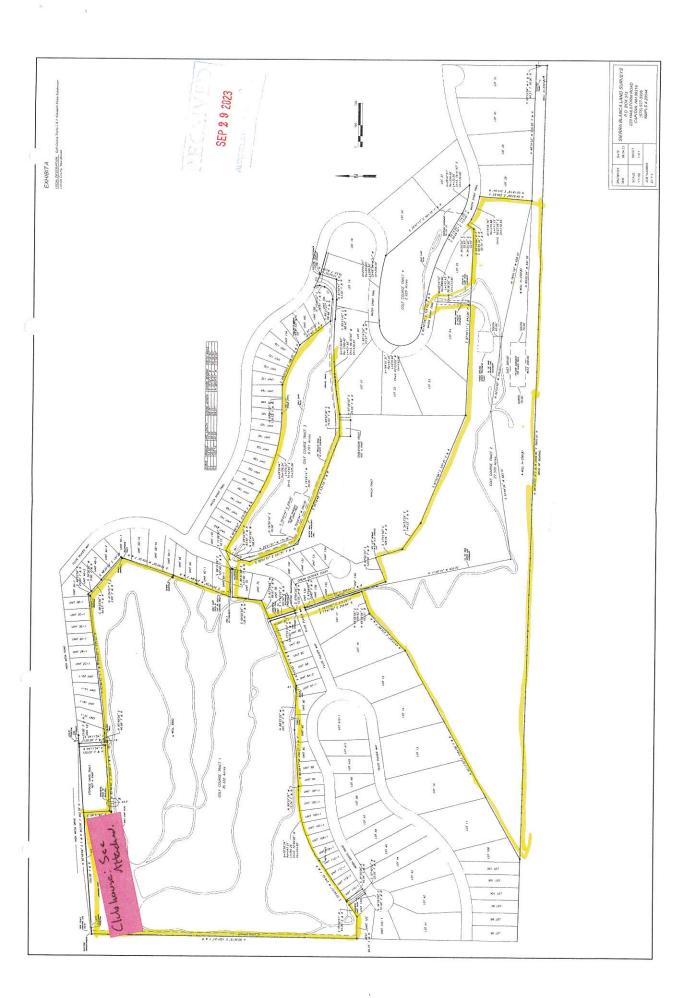
Ordinance Administrator Lincoln County

575-258-8533 575-937-1029

SEP 2 9 2023

ALCOHOL & GAMING DE LICH







109 Kansas City Road Ruidoso, New Mexico 88345 * (575) 258-8533

www.lincolncountynm.gov

November 29, 2023

NMRLD PO Box 25101 Santa Fe, NM 87504

ATTN: Charmaine Martinez

Re: Public Hearing Extension for Liquor License

Dear Ms. Martinez,

Lincoln County is asking for a ten (10) day extension to hold a public hearing to consider approving a liquor license, being applied by Alto Lakes Golf and Country Club, Inc. DBA Kokopelli at Alto Lakes Golf.

Lincoln County received the application concerning Alto Lakes Golf and Country Club, Inc. on 11/22/2023. The county does not have the 30 day advertising time requirement to hold the hearing on the next regular Commission Meeting on 12/19/2023. The January regular Commission meeting will be held on 1/16/2024, which is 10 days after the 45 day state statute requirement. The county is requesting the ten (10) day extension so that we do not have to hold a Special Commission Meeting during the holiday season.

The county understands that it will have 30 days after the hearing to give ABC the decision with all of the back-up documents.

Sincerely,

Scott Annala Lincoln County Planning Department 575-258-1232

County of Lincoln Post Office Box 711 Carrizozo, New Mexico 88301-0711 Phone: 575/648-2385

November 29, 2023

NOTICE OF PUBLIC HEARINGS

NOTICE is hereby given that the Lincoln County Board of Commissioners will hold the following Public Hearing beginning at <u>10:00 a.m.</u>, on Tuesday, January 16, 2024, during the Regular Commission meeting which will be streamed via Zoom. The meeting agenda and Zoom link information will be posted online at lincolncountynm.gov and on the front door of the Lincoln County Courthouse Manager's Building:

A. Public Hearing to Consider Approval of New Application for a Club Liquor License with On Premises Consumption Only with Patio Service by Alto Lakes Golf and Country Club, Inc. located at #1 Country Club Rd., Alto, NM 88312; for Kokopelli at Alto Lakes Golf; located at 1200 High Mesa Road, Alto, NM 88312.

All parties and interested citizens will have the opportunity to be heard. Copies of the proposed Club Non-Profit Organization Application may be obtained from the County Manager's office at the Lincoln County Courthouse in Carrizozo, twenty-four (24) hours prior to the meeting. If you are an individual with a disability who is in need of an auxiliary aid or service, please contact 575/648-2385 at least 48 hours in advance of the meeting.

Brianna Ventura Administrative Assistant/ Human Resources Director

PUBLISH: Ruidoso News Wednesday, December 13, 2023 Ruidoso News Friday, December 22, 2023

Ordinance No. 2014-06 2024-XX

Lincoln County Indigent Hospital/Health Care Ordinance

ADOPTING PUBLIC ASSISTANCE PROVISIONS RELATING TO HEALTH CARE FOR INDIGENTS, IN ACCORDANCE WITH THE INDIGENT HOSPITAL AND COUNTY HEALTH CARE ACT; PROVIDING FOR THE ANNUAL ADJUSTMENT TO IHC INCOME AND CLAIMS POLICY LIMIT SCHEDULES; PROVIDING FOR THE SEVERABILITY OF PARTS HEREOF; REPEALING ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of Lincoln County, New Mexico, desires to adopt the following provisions known as the Lincoln County Indigent Hospital/Health Care Ordinance (IHC Ordinance) as a result of legislation passed by the New Mexico State Legislature during the regular 2004 session; and

WHEREAS, the Board of Commissioners of Lincoln County, New Mexico, adopted Ordinance No. 1999-04 imposing a second one-eighth percent (1/8%) increment; and

WHEREAS, the Board of County Commissioners of Lincoln County, New Mexico, thereafter adopted the Indigent Hospital/Health Care Ordinance under Ordinance Numbers 2000-01, 2000-04, 2001-06, 2002-04, 2003-08, 2003-11, 2004-03, 2005-1, 2008-3; and

WHEREAS, the Board of County Commissioners of Lincoln County, New Mexico, hereby makes provision for the adoption of adjustments to the IHC Income and Claims Policy Limit Schedules by Resolution of the County Commission; and

WHEREAS, the IHC Ordinance is in compliance with Section 27-5-1, NMSA 1978, (Indigent Hospital and County Health Care Act); and

WHEREAS, the Board of Commissioners finds that this Ordinance is necessary to provide for the safety, preserve the health and welfare, promote the prosperity, order, comfort, and convenience of Lincoln County or its inhabitants.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY AS FOLLOWS:

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1.8	Claims Subrogation
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SECTION I. GENERAL PROVISIONS.

- 1.1 <u>Title</u>. This Ordinance shall be known and may be cited as "Lincoln County Indigent Hospital/Health Care (IHC) Ordinance" and may be referred to herein as the IHC Ordinance.
- 1.2 **Authority**. The Ordinance is created pursuant to the Indigent Hospital Claims and County Health Care Act, Section 27-5, NMSA 1978.
- 1.3 **Purpose**. The purpose of this Ordinance is to assist the indigent residents of Lincoln County to obtain health care. To further this goal, the County has adopted this Ordinance which recognized the County's responsibility to assist indigents in paying for health care.
- 1.4 <u>Interpretation</u>. The County Manager shall interpret the meaning of the provisions of this Ordinance. Whenever any provision of this Ordinance conflicts with other laws, rules, regulations, or ordinances, the more restrictive shall govern.
- 1.5 Approval of Claims by IHC Board. All IHC claims paid to eligible recipients shall be approved by the IHC Board whose members shall consist of the Lincoln County Board of Commissioners, and the Chairman of the County Commission shall serve as Chairman of the IHC Board. Each claim is reviewed independently and all decisions are based upon the information submitted. Lincoln County reserves the right to deny any claim.
- 1.6 <u>Decision in Writing</u>. The IHC Board shall state in writing the reasons for their decision to approve or disapprove any claim. Notification of denied claims shall be mailed to claimant at his last known address.
- 1.7 <u>Administrative Expenses</u>. In accordance with Section 27-5-1, NMSA 1978, a percentage of funds received by the County shall be reserved and budgeted for administrative expenses. The funds budgeted as administrative expenses shall not be available for payment of IHC claims.
- 1.8 <u>Claims Subrogation</u>. The IHC Board is permitted to recover costs and payments in accordance with Sections 27-5-14 and 27-5-15, NMSA 1978.
- 1.9 **Open Meetings**. The IHC Board shall conduct their meetings in accordance with the Open

- Meetings Act, Section 10-15-1, NMSA 1978.
- 1.10 <u>Appendices</u>. The schedules attached to this Ordinance as Appendices may be revised, modified or amended by resolution of the Board of County Commissioners.
- 1.11 <u>Amendments</u>. Amendments to this Ordinance shall be approved by the IHC Board at a public hearing after providing notice of the public hearing in accordance with New Mexico State Statues.

SECTION II. DEFINITIONS.

The following terms are defined to be used for the purpose of this Ordinance, regardless of common usage of such terms, or usage for other purposes:

"Ambulance Provider or Ambulance Service" - a specialized carrier based within the state authorized under provisions and subject to limitations as provided in individual carrier certificates issued by the public regulation commission to transport persons alive, dead or dying en route, by means of ambulance service. The rates and charges established by the public regulation commission tariff shall govern as to allowable cost. Also included are air ambulance services approved by the county. The air ambulance service charges shall be filed and approved pursuant to Subsection D of Section 27-5-6, NMSA 1978, and Section 27-5-11, NMSA 1978.

"Behavioral Health" - mental health and substance abuse.

"Claim" - billing statements for an episode of illness, injury or other medical treatment as deemed necessary to an indigent patient.

"Claimant" - a person who makes a claim for IHC assistance for medical services he or she received.

"Claimant's Agent" - the individual authorized to provide consent for treatment of the claimant as specified in the New Mexico Hospital Association Legal Handbook.

"Claimant's Representative" - the provider or individual that is authorized by the claimant or the claimant's agent to submit a Formal Application on behalf of the claimant.

"Cost" - all allowable costs of providing health care services, to the extent determined by

resolution of a county, for an indigent patient. Allowable costs shall be based on Medicaid fee-for-service reimbursement rates for hospitals, licensed medical doctors and osteopathic physicians.

"County" - a county except a class A county with a county hospital operated and maintained pursuant to a lease or operating agreement_with a state educational institution named in Article 12, Section 11 of the Constitution of New Mexico.

"Department" - the Human Services Department.

"Elective Surgery or Treatment" - non-emergency hospital surgery or treatment, as recommended by physician(s). This treatment is not medically necessary to the patient's health or well-being, but can be requested by the patient.

"Employed" or "Contracted" - a physician who is employed by or contracts with a medical provider to provide services which are billed by the medical provider for the provider on routine, normal or regular basis.

"Fund" - a county indigent hospital claims fund.

"Health Care Services" - treatment and services designed to promote improved health in the county indigent population, including primary care, prenatal care, dental care, behavioral health care, alcohol or drug detoxification and rehabilitation, hospital care, provision of prescription drugs, preventive care or health outreach services, to the extent determined by resolution of the county.

"Home Health Agency"- a profit or non-profit organization which provides skilled nursing care, physical therapy, speech or occupational therapy, home health aide, medical supplies and prescribed medication to an indigent patient. This organization is required to be certified and licensed by Medicare and the State of New Mexico.

"Hospice Services" - an organization which provides care for the terminally ill patient which is licensed and certified by Medicare and the State of New Mexico. These services include physicians' services, skilled nursing care, physical and speech therapy, clergy care, medically necessary prescribed medication related to terminal care, equipment, intravenous and other supplies.

"Indigent" - "Indigent" is based on the definition of "indigent patient" pursuant to NMSA, Section 27-5-4, Paragraph C, that defines indigent patient as persons to whom an ambulance service, a hospital or a medical care provider determined to be eligible under the provisions of the Ordinance has provided medical care or ambulance transportation and who can normally support himself and his dependents on present income and liquid assets available to him but, taking into consideration this income and those assets and his requirement for other necessities of life for himself and his dependents, is unable to pay the cost of such medical services. The policy of the IHC Board, established by the rules and regulations of this Ordinance pursuant to NMSA 1978, Section 27-5-6, Paragraph C, specifies the provisions and criteria for determining which person are qualified indigent persons and therefore eligible to receive IHC assistance, consistent with the above-referenced statutory provision. The IHC Board has permitted the use of the Lincoln County IHC Income Schedule as a tool to be used to determine the income for an individual or family.

"Indigent Patient" - a person to whom an ambulance service, a hospital or a health care provider has provided medical care, ambulance transportation or health care services, and who can normally support the person's self and the person's dependents on present income and liquid assets available to the person but, taking into consideration the person's income, assets and requirements for other necessities of life for the person and the person's dependents, is unable to pay the cost of the ambulance transportation or medical care administered or both; provided that if a definition of "indigent patient" is adopted by a county in a resolution, the definition shall not include any person whose annual income together with that person's spouse's annual income totals an amount that is fifty percent greater than the per capita personal income for New Mexico as shown for the most recent year available in the survey of current business published by the United States Department of Commerce. The term "indigent patient" includes a minor who has received ambulance transportation or medical care or both and whose parent or the person having custody of that minor would qualify as an indigent patient if transported by ambulance or admitted to a hospital for care or treated by a health care provider or all three.

"Lincoln County IHC Income Schedule" - an income schedule that was developed to make assistance more accessible to individuals who have a larger household size. The HUD Section 8 Income, U.S. Bureau of Census schedule was the beginning base used in determining the IHC Income Schedule. Each year a review will be made by the IHC Coordinator to determine if the Income Schedule will need to be changed for the ensuing fiscal year.

"Liquid Assets" - assets that can quickly or easily be converted to cash (including but not limited to bank accounts, CD's, and marketable securities)

"Medicaid Eligible" - a person who is eligible for medical assistance from the Department.

"Medically Indigent" - an individual who needs medical care or treatment, but due to their individual circumstances are financially unable to pay the cost of such treatment.

"Non-emergency Transportation" - the transporting of indigent patients by a non-emergency vehicle. This type of transport does not require any medical treatment to be rendered to the patient, unless as otherwise specified in the provider agreement with the Department of Transportation.

"Non-sole Provider" - medical providers which provide services to county residents in the surrounding service area. These providers consist of ambulance, hospice care, home health care, other providers as permitted by the Indigent Hospital and County Health Care Act, and some hospitals which are not considered as Qualified Providers. These providers are eligible to receive direct payments from the County.

"Outpatient Hospital Services" - hospital sponsored ambulatory care service for medical or surgical treatment of one or more organizational units, or components thereof, of the hospital, that are under the responsibility of the hospital and through which non-emergency health services are provided to patients who do not need to remain in the hospital overnight as defined in the JCAHO Manual. Outpatient services are provided by Home Health Agencies, Hospice, Health Care Providers, and Community Health Centers.

"Planning" - the development of a county-wide or multi-county health plan to improve and fund

health services in the county based on the county's needs assessment and inventory of existing services and resources and that demonstrates coordination between the county and state and local health planning efforts.

"Primary Health Care" - means the first level of basic or general health care for an individual's health needs, including medical and dental diagnostic and treatment services, prescribed medication, referrals and supportive services. All dental services must be provided in coordination with primary medical services. Primary medical services are those provided as part of either general family practice, obstetrics, gynecology, pediatrics, or general internal medicine.

"Pro-rata Formula" - approval or payment if IHC claims when different hospital or ambulance providers are involved in the treatment of a patient will be based on a percentage of the charges pro-rated to the amount of total claims submitted within a ninety (90) day period from the beginning date of the treatment. The pro-rated percentage of all claims will be calculated from each provider and will be paid their percentage of the determined yearly maximum limit per claim.

"Qualifying Hospital" - an acute care general hospital licensed by the Department of Health that is qualified to receive payments from the Safety Net Care Pool pursuant to an agreement with the federal centers for Medicare and Medicaid services.

SECTION III. IHC ELIGIBILITY PROVISION.

- **Individuals Eligible for IHC Assistance**. Individuals are eligible for IHC assistance if (1) they qualify as medically indigent; and (2) they have been residents of Lincoln County for at least ninety (90) days, or are detainees in the Lincoln County jail.
- **3.2** <u>Individuals Not Eligible for IHC Assistance</u>. Individuals are not eligible for assistance if (1) they are eligible for medical assistance from the New Mexico Human Services Department as

- specified in Section 27-5-3, NMSA 1978; (2) do not qualify as medically indigent; and (3) do not meet the residency and eligibility requirements.
- 3.3 Residency and Eligibility Requirements. All eligible individuals must be residents of Lincoln County for at least ninety (90) days prior to receiving medical services.
 - A. <u>Proof of Residency</u>: A Claimant must provide proof of residency such as: (1) A notarized Proof of Residency form completed by a non-related landlord or individual verifying that the patient has resided in Lincoln County for at least ninety (90) days; (2) voter registration card; and (3) payment receipt of a utility bill, rent receipts, etc. College students attending college outside of the County shall be considered residents of the County.
 - **B.** Proof of Identity: A Claimant must provide proof of identity such as: (1) A valid New Mexico Driver's License; (2) A valid picture Identification card issued by the United States Government or the State of New Mexico; (3) A valid United States birth certificate, original or certified copy; (4) A valid United States passport; (5) A valid United States Immigration and Naturalization Service Certificate of Naturalization; (6) A valid United States Immigration and Naturalization Service Certificate of U. S. Citizenship; (7) A Valid Native American Tribal Membership document; (8) Other valid government Identification Card containing picture, name, and date of birth.
- 3.4 Medically Indigent Persons Eligibility. In addition to residency and identity requirements, a claimant is qualified as medically indigent and eligible to receive IHC assistance if the person or the person's spouse or dependent is determined under the provisions of this Ordinance to be unable to pay for eligible medical treatment or care that has been received after the individual has attempted to make payment and has exhausted all other financial resources for such payment to the extent possible, taking into consideration the person's income and family's size based on the following provisions and criteria:

- A. <u>Basic Eligible Annual Income Criteria</u>. In order to be qualified as medically indigent and eligible for IHC assistance, a claimant's annual household income as determined in Paragraph 3.4D of this Section, shall not be greater than the Lincoln County IHC Income Schedule as may be established annually hereafter by Resolution.
- **B.** Payment by Claimant. Once claimant is deemed as eligible, the claimant, claimant's spouse and/or dependents must agree to exhaust every financial resource of the family, to the extent possible, to make payment(s) of their medical bills. This includes all insurance or other programs or funding assistance available to the claimant. Claimants are eligible to receive IHC assistance for insurance deductibles exceeding One Thousand Dollars (\$1,000) or the Medicare co-insurance which exceeds \$50.00.
- C. <u>Determination of Annual Income</u>. The income indicated on claimant's most recent Federal income tax return will be accepted as the claimant's annual income, unless the claimant's income has changed due to a loss of a job or a substantial increase to income. In these circumstances, the current monthly income may be taken into consideration in order to calculate the most recent annual income. Pay stubs or some other form of documentation must be provided to verify this change to income. The claimant is required to provide a complete federal income tax return (with all attached schedules and forms) and pay stubs as part of the IHC application. If the claimant did not file a federal return, the claimant is required to complete a notarized tax waiver form and provide proof of income.
- **D.** <u>Assets.</u> A household that has liquid assets in the amount of \$20,000 or less and an individual who has liquid assets in the amount of \$10,000 or less will be eligible for indigent health care claims assistance. Any real estate owned by a claimant, other than their primary residence, will be subject to a \$20,000 limit in order to be eligible for indigent health care claims assistance.

3.5 Medical Providers Eligible for IHC Approval or Reimbursement.

- A. A general or limited hospital licensed by the Department of Health, whether owned by a political subdivision or not-for-profit or for-profit corporation.
- B. An in-county home health agency licensed and certified by Medicare and the State of New Mexico.
- C. An in-county hospice which is licensed and certified by Medicare and the State of New Mexico.
- D. An in-state ambulance provider.
- E. An in-county oxygen provider.
- F. Behavioral health providers that provide eligible medical care and treatment services as specified by this Ordinance.
- G. Physicians, Certified Registered Nurse Anesthetists (CRNAs), and Certified Nurse Practitioners (CNPs).

Only the above-listed medical providers are eligible for IHC reimbursements.

Medical Treatment Eligibility and Payment. Eligible persons may receive IHC assistance for medical care and treatment received from an eligible medical provider as listed in Section 3.5. Patient must incur a bill of at least \$50 in order to be eligible for assistance. However, there shall be no minimum payment required as applies to detainees in the Lincoln County Detention Center and all inmates may be eligible to receive IHC assistance for medical care and treatment. The local hospital will be considered as the only "Sole Provider" and will receive reimbursement from the State through the Safety Net Care Pool Fund. Claims for the qualified Provider will only be approved by the IHC Board. Non-qualified providers will receive reimbursement as approved by the IHC Board. Eligible claims for charges applied to private insurance deductibles which exceed One Thousand Dollars (\$1000) shall be reimbursed at the Medicaid fee-for-service or Medicare DR-G reimbursement rates. Applicants who receive Medicare may receive assistance with all

remaining balances over Fifty Dollars (\$50) after Medicare payments have been made. In circumstances where there are multiple providers and the medical expenses will reach the maximum limitation amount, the Pro-Rata formula will be used to calculate the amount of reimbursement to each medical provider. IHC claims will be based on the order that expenses for treatment are incurred up to the maximum. Payment will be made in the order claims are approved by the IHC Board.

- Claim Eligibility and Limitations for IHC Approvals or Payment. The Indigent Hospital and County Health Care Act, Section 27-5-1, NMSA 1978, limits approvals or payments to Medicaid fee-for-service or Medicare DR-G reimbursement rates for hospitals, licensed medical doctors, CRNAs, CNPs, and osteopathic physicians. All other providers will be reimbursed at actual costs, which shall not exceed the determined established annual limits per patient and providers as set forth by the IHC Board.
 - (1) <u>Ambulance Transportation</u>. These services are allowed based upon the expense incurred to include the care and transport of a patient to the "nearest" general or limited hospital. Claims that reach the maximum allowed policy limit may be subject to the Pro-Rata payment formula whenever there are multiple providers.
 - Home Health Services. These services are allowed based on the actual need of the patient. Services include supplies, skilled nursing services, home healthcare durable equipment, prescribed medication, physical therapy, occupational and speech therapy. These services should be provided as deemed necessary for the patient's care and reimbursed to the provider at the rates specified on the provider agreement. The total sum of IHC payments shall be considered as a separate expense above any other medical claim limit and shall be limited to the

established annual limit per patient. Services must be provided by a contracted home health provider licensed and certified by Medicare and the State of New Mexico. The total payments to a contracted home health service provider shall not exceed the established annual limit as determined by the IHC Board.

- (3) <u>Hospice Care Services</u>. These services are allowed based on the actual need of the patient. The total sum of IHC payments for these services shall be considered as a separate expense from the other medical claim limits. The total sum of IHC payments for these services shall be considered as a separate expense from the other medical claim limits. The total sum of payments shall not exceed the established annual limit per patient. The total payment to a contracted Hospice provider shall not exceed the established annual limit as determined by the IHC Board.
- (4) <u>Mental Health Services</u>. Claims will be permitted for psychiatric treatment services rendered by a contracted behavioral health care provider. Treatments for attempted suicide will also be permitted within the same fiscal year. The combination of both of these treatments will not exceed the determined policy limit for approval or payment as set forth by the IHC Board.
- (5) <u>Primary Care Services</u>. Primary care services are provided to individuals for the basic or general health care needs of the patient and shall be made available by the qualified provider through County-owned clinics and/or providers employed by said qualified provider.
- (6) <u>Substance Abuse</u>. IHC approval or payment is available for only one inpatient substance abuse claim when deemed medically necessary, as well as unlimited outpatient substance abuse claims. However, the sum of both inpatient and outpatient treatment cannot exceed the policy limit. Also, the total sum of all

- IHC payments to any approved behavioral health care provider shall not exceed the established annual limit per provider.
- (7) Physicians. A licensed medical doctor, certified registered nurse anesthetist, certified nurse practitioner, osteopathic physician, dentist, optometrist or expanded practice nurse when providing emergency services, as determined by the board, in a hospital to an indigent patient; or a licensed medical doctor or osteopathic physician, dentist, optometrist or expanded practice nurse when providing services in an outpatient setting, as determined by the board, to an indigent patient with life threatening illness or disability.
- (8) Other Services. The IHC Board may allow other services which will benefit all indigent patients as deemed necessary.
- B. <u>Claims Not Eligible for Payment</u>. The following claims are not eligible for payment: (1) hospital elective surgery or treatment; (2) nursing home care; (3) medical social worker; (4) nutrition counseling (5) insurance co-pays (6) prescription medications, except those administered directly by the provider; and (7) extended home health aides.
- **Detainees**. Individuals detained at the Lincoln County Detention Center will be considered medically indigent for the purposes of this Ordinance if they do not qualify for other insurance.
- 3.8 Expenses for Burial or Cremation of Indigent Persons. To the extent that a deceased person was indigent, the burial or cremation expenses shall be paid by the County's Indigent Hospital Claims Fund in an amount up to six hundred dollars (\$600) one thousand dollars (\$1,000) for the burial or cremation of any adult or minor as provided in Section 24-13-3, NMSA 1978.
- 3.9 Expenses for Cost of Opening and Closing Grave. To the extent that a deceased person was indigent, the cost for opening and closing of a grave shall be paid by the County's Indigent Fund in a sum not to exceed six hundred dollars (\$600) one thousand dollars (\$1,000), which sum shall be

in addition to the sum enumerated in Section 3.8, above, and as provided for in Section 24-13-3, NMSA 1978.

SECTION IV. APPLICATION FOR IHC ASSISTANCE.

- **4.1 IHC Application Provisions.** The provisions of this Section are required in order for an application to be accepted and considered by the County for IHC assistance.
- **4.2 Applicant Cooperation**. Failure of applicants to cooperate in providing the County authorization to obtain information is grounds for rejecting the application.
- **4.3** <u>Individuals Who May Submit Applications</u>. An application may be submitted after treatment is complete or after the billing for the treatment is received.
- **Acceptance of IHC Applications**. The County, at its discretion, may refuse to accept any application that does not include all required information or documents requested by the County.
- **4.5 Application Verification**. Formal applications shall include but not be limited to the following:
 - B. Name, address and other personal identification of the patient/claimant as deemed appropriate by the County.
 - C. Name of patient/claimant, agency, medical provider, or other representative submitting the application. If other than the patient, the application shall include specific authorization in writing, signed by the claimant, or the patient's agent if the patient is unable to sign, that the representative is authorized to submit the application on their behalf.
 - D. Proof of residency as deemed necessary by the County to verify residency requirements.
 - E. Proof of annual income to include Federal tax returns (with all attached schedules and forms), pay stubs, and/or other information as deemed necessary by the County to verify annual income and availability of assets. If the claimant does not file a current return, a notarized tax waiver form must be completed.
 - F. A written denial from Medicaid of ineligibility must be submitted with the IHC Application.

- G. Evidence to verify that all other sources of payment such as insurance, Medicare, Medicaid, etc. will make payment or that a pay source is not available due to patient's ineligibility. In the event of a claim resulting from an automobile accident where there is insurance coverage, patient must submit an Affidavit of Repayment.
- H. Itemized bills shall include the treating diagnosis of all charges submitted for IHC approval or payment that have been billed by an eligible medical provider. These billings will be based on provisions of Section 4 of this Ordinance. Claims with multiple providers may be held open for sixty (60) days in order for all providers to submit their bills. Payments will be based on the pro-rata formula. Diagnosis codes will be audited to determine if charges meet the definitions of eligible claims.
- 4.6 Application Deadline. A formal application with all required documentation shall be submitted to the County IHC office no later than ninety (90) days from the first date medical treatment or services were received. After the County IHC office receives the application from the medical provider, the IHC administrator will have 30 days to complete the review process. The IHC administrator may request additional documentation and/or interview the claimant. Claims received after the ninety (90) day deadline will not be considered for payment, unless the County Manager determines that an exception can be made due to extraordinary circumstance.
 - A. The applicant will have ninety (90) days in which to file with the medical provider that rendered service. The claimant must provide the necessary documentation to this provider unless the medical provider is located outside the County. In this circumstance, the applicant must return the completed application to County IHC office. If the additional requested information is not received within the allotted time, the claim will be closed. Once the claim is complete, the claim will be reviewed at the next schedule monthly IHC Board meeting.

- **B.** All approved applications will be considered complete and current for the remainder of the fiscal year. For any claims received after an application is approved, the provider will be expected to complete a supplemental claim form. The notarized supplement form must be signed by the adult patient to authorize the medical provider to release necessary information to process the claim. After the time limit has expired for the current application, a new application will be requested with all required documentation attached.
- C. When a patient is covered by insurance, Medicare or another pay source, the ninety (90) day claim limit will begin with the date that the pay source made the first payment on the claim. In circumstances in which a denial has been received by the provider, the ninety (90) day limit will revert to the original date of the denial.
- **Application Confidentiality**. All information regarding the claimant shall be kept strictly confidential. The IHC board shall, in carrying out the provisions of the Indigent Hospital and County Health Care Act, comply with the standards of the federal Health Insurance Portability and Accountability Act of 1996.

<u>SECTION V.</u> PROVISION FOR IHC APPROVAL OR REIMBURSEMENT TO MEDICAL PROVIDERS.

Reimbursement to Medical Providers. Approvals or reimbursement of IHC funds by the County shall be made to eligible medical providers based on actual billed charges for eligible treatment not to exceed the established claim limit. Allowable costs shall be based on Medicaid fee-for-service or Medicare DR-G reimbursement rates for hospital, licensed medical doctors and osteopathic physicians. All other providers shall be reimbursed at actual costs, which shall not exceed the determined established annual limits per patient and providers as set forth by the IHC Board. Charges shall be submitted on itemized bills with the treating diagnosis from the medical provider(s). The charges for such services shall not exceed the normal charges to other patients. Eligible treating diagnoses may be subject to review by the IHC administrator to verify claims

meet the criteria of "emergency, life threatening or permanently disabling." Approval or reimbursements will be made to medical providers after obtaining authorization from the IHC Board.

- Overcharges. Any medical provider found to be overcharging or billing greater than the normal charges to other patients for itemized services reimbursed by IHC payment is in violation of the provisions of this Ordinance. The IHC Board may, at its discretion, reduce the IHC payment of billed charges to a percentage between 20% and 65% of billed charges. The reduced percentage of payment may be assessed for any length of period up to twelve (12) months. The provider shall be given the opportunity to provide its justification and documentation to the County prior to such action being implemented. The County may, at its discretion, hire an independent auditor paid for by the medical provider to determine overcharges. Medical providers shall provide to the County or its representative all information requested to verify charges.
- by the IHC Board will be paid by the County to each eligible medical provider with available Indigent Fund revenues that have been received by the County. Payment will be made based on the order of approved claims by the IHC Board. If revenues are all exhausted or encumbered, the outstanding claims will be paid based upon: (1) the order of approval by the IHC Board; (2) current complete claims; and (3) aging claims which have been completed.
- Withholding of IHC Payments. IHC payments shall be withheld pending the disposition of medical payments from other possible sources, such as insurance, workers' compensation, or State and Federal funding that may cover the expenses. Upon evidence that the other possible sources will not make payment, IHC funds may be approved for payment consistent with the provisions of this Ordinance. Claims of in-state hospitals providing acute medical care shall have priority for payment over all claims regardless of the dates the other claims were submitted.
- 5.5 Screening and Collections By Providers. The medical provider is required to screen all

potential IHC claimants and determine if the claimant will have a remaining balance after the IHC payment. If the claimant will have a remaining balance, a reasonable payment schedule will be made.

- Claims, Preparation, and Verification by Providers. The qualified provider shall be responsible for screening all potential hospital-related claimants for eligibility, assisting claimants with completing the IHC application and with providing all required documentation. Completed applications with documentation will be reviewed by the IHC administrator. Those verified as complete will be submitted to the IHC Board. Applications deemed incomplete will be returned with a letter of explanation to the provider. IHC applicants requesting services not related to qualified claims will be assisted by the provider and completed by the IHC administrator.
- 5.7 <u>Disclosure by Medical Providers</u>. Medical providers shall provide to the County reports, financial statements, and random samples of paid bills or other information deemed necessary by the IHC Board or its representatives.
- or reimbursement of IHC funds shall enter into an agreement with the county agreeing to abide by all provisions of this Ordinance prior to receiving an IHC funds. The medical provider shall submit copies of their state license and annual certification as part of this ongoing agreement. The IHC office should receive a copy of the renewed certification annually.

SECTION VI. DUTIES OF THE COUNTY -- QUALIFYING HOSPITAL PAYMENTS.

The County shall:

- (1) determine eligibility for benefits and determine an amount payable on each claim for services to indigent patients from qualified hospitals;
- (2) notify the qualified hospital of its decision on each request for payment while not actually reimbursing the hospital for the services that are reimbursed with federal funds under the state Medicaid program;

- (3) confirm the amount of the qualified hospital payments authorized for each hospital for the past fiscal year by September 30 of the current fiscal year based on a report prepared by the hospital using a format jointly prescribed by the County and hospital(s) that provides aggregate data, including the number of indigent patients served and the total cost of uncompensated care provided by the hospital;
- (4) negotiate agreements with each qualified hospital providing services for County residents on the anticipated amount of the payments for the following fiscal year; provided that the agreements shall be in compliance with federal regulations regarding intergovernmental transfers and provider contributions and shall not include provisions for reimbursements to counties of matching and Safety Net Care Pool_fund allocations; and
- (5) provide the department by January 15 of each year with the budgeted amount of Safety Net Care Pool hospital payments, by hospital, for the following fiscal year.

SECTION VII. APPEALS.

- 7.1 <u>County Manager or IHC Coordinator</u>. Any person or medical provider who is adversely affected by a decision of the County Manager or IHC Coordinator may appeal that decision to the IHC Board within ten (10) days after the date of the action of the County Manager or IHC Coordinator. The IHC Board shall hear the appeal and render a decision in writing within sixty (60) days after receiving the Notice of Appeal.
- **1HC Board**. Any person or medical provider who is adversely affected by a decision of the IHC Board may appeal that decision to the District Court within thirty (30) days of the action of the Board.

SECTION VIII. PENALTIES.

8.1 Criminal Penalties. Any person or medical provider who intentionally violates the provisions of this Ordinance shall be punished by a fine not to exceed Three Hundred Dollars (\$300.00) or imprisonment in the County Detention Center for not more than ninety (90) days, or both, in

accordance with Section 4-37-3, NMSA 1978.

SECTION IX. SEVERABILITY.

In the event any section, part or sub-part of this Ordinance shall be determined to be in violation of the Constitution or Statutes of the State of New Mexico by a Court of competent jurisdiction, that Section shall be stricken and be thereafter unenforceable. Such determination shall not invalidate the application or enforcement of the remaining Sections.

This Ordinance shall be	recorded upon adoption and become effective	, 2014 at
which time Ordinance No. 2008-	3 shall be repealed.	
PASSED, APPROVED	and ADOPTED this day of, 2014.	
	BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO	
	Jackie Powell, Chair	
	Preston Stone, Vice Chair	
	Mark Doth, Member	
	Dallas Draper, Member	
Attest:	Kathryn Minter, Member	

Rhonda Burrows Lincoln County Clerk

APPENDIX 1

INDIGENT HEALTH CARE CLAIM POLICY

08/19/99	Adoption date of Ordinance No. 1999-04 adopting a County Gross Receipts Tax.
7/01/00	Effective date of Lincoln County Ordinance No. 2000-1 Lincoln County Indigent Hospital/Health Care Ordinance (IHC Ordinance).
05/16/01	Effective date of Lincoln County Ordinance No. 2001-06 Lincoln County Indigent Hospital/Health Care Ordinance (IHC Ordinance).
04/26/02	Effective date of Lincoln County Indigent Hospital/Health Care Ordinance No. 2002-04 (IHC Ordinance) adopted on March 20, 2002.
06/22/03	Effective date of Lincoln County Indigent Hospital/Health Care Ordinance No. 2003-08 (IHC Ordinance) adopted on May 20, 2003.
08/10/03	Effective date of Lincoln County Indigent Hospital/Health Care Ordinance No. 2003-11 adopted on July 11, 2003.
07/01/04	Effective date of Lincoln County Indigent Hospital/Health Care Ordinance No. 2004-03 adopted on April 20, 2004.
03/17/05	Effective date of Lincoln County Indigent Hospital/Health Care Ordinance No. 2005-1, adopted February 16, 2005.
07/17/08	Effective date of Lincoln County Indigent Hospital/Health Care Ordinance No. 2008-03 adopted on July 17, 2008.



Country of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

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AGENDA ITEM NO. 23

SUBJECT:

Lincoln County Executive Session Pursuant to the Open Meetings Act: Discussion of all Threatened and/or Pending Litigation, Section 10-15-1, Subparagraph (H)(7); and Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body, Section 10-15-1, Subparagraph (H)(8); and Limited Personnel Matters Including: (A) County Road Superintendent, Jeffrey Honeycutt, Contract Renewal/Negotiations; (B) General Legal Counsel, Alan P. Morel, P.A., Contract Renewal/Negotiations, Section 10-15-1, Subparagraph (H)(2); and Limited Personnel Matters, Including County Manager, Makayla Zonfrilli, Contract Review, Section 10-15-1, Subparagraph (H)(2) and other related discussion.

Alan P. Morel, P.A.

Attorney at Law

700 Mechem Drive, Suite 12 Post Office Box 1030 Ruidoso, New Mexico 88355-1030 Jira Plaza Telephone (575) 257-3556 Facsimile (575) 257-3558

December 19, 2023

LINCOLN COUNTY EXECUTIVE SESSION PURSUANT TO THE OPEN MEETINGS ACT: DISCUSSION OF ALL THREATENED AND/OR PENDING LITIGATION, SECTION 10-15-1, SUBPARAGRAPH (H)(7); AND DISCUSSION OF THE PURCHASE ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY, SECTION 10-15-1, SUBPARAGRAPH (H)(8); AND LIMITED PERSONNEL MATTERS, INCLUDING: (A) COUNTY MANAGER, MAKAYLA ZONFRILLI, CONTRACT REVIEW, (B), COUNTY ROAD SUPERINTENDENT, JEFFREY HONEYCUTT, CONTRACT RENEWAL/NEGOTIATIONS, AND (C) GENERAL LEGAL COUNSEL, ALAN P. MOREL, P.A., CONTRACT RENEWAL/NEGOTIATINS, SECTION 10-15-1, SUBPARAGRAPH (H)(2)

New or Updated Matters since last report *

- 1. **Board of County Commissioners of Lincoln County v. Roger Romero D-1226-CV-2018-00055** Complaint for Foreclosure. Complaint was filed February 20, 2018. Defendant Roger Romero filed an Answer to the Complaint asserting a Counterclaim to be filed in the U.S. District Court on April 2, 2018. A Judicial Inquiry Hearing took place September 4, 2018. The case is still pending.
- 2. Roger Romero v. State of New Mexico D-1226-CV-2018-00113 (Underlying Cases are: Board of County Commissioners of Lincoln County v. Roger Romero, D-1226-CV-2018-00055, and State of N.M. v. Roger Romero M-30-MR-2016-00142) A Petition for Writ of Habeas Corpus was filed requesting that the Judgment & Sentence entered by Judge Vega in Cause No. M-30-MR-2016-00142 be vacated and set aside. George Romero's Answer to Complaint and Counterclaim was filed April 30, 2018 in Cause No. D-1226-CV-2018-00055. On February 26, 2019, an Order Setting Aside Conviction was entered by Judge Counts.
- On March 25, 2019, a Notice of Appeal was filed with the N.M. Supreme Court, Case No. S-1-SC-37602 On January 8, 2021, the Supreme Court entered its Dispositional Order of Transfer transferring the case to the Court of Appeals for consideration and review.
- On January 28, 2021, a Dispositional Order was entered transferring the case to the NM Court of Appeals for consideration and review. Case No. A-1-CA-39446 On December 8, 2022, the case was submitted to a 3 Judge Panel for a decision and, the case is still pending.
- 3. Romero, et al. v. Stone, et al, Cause No. D-1226-CV-2019-00271 Request for Appointment of Guardian Ad Litem for Plaintiffs and Complaint for Violation of Civil and Constitutional Rights, Negligence, Prima Facie Tort and Wrongful Taking was filed on October 9, 2019 along with a Jury Demand. Lisa B. Riley is the presiding Judge. The case is still pending.
- 4. Brd. of County Commissioners of Lincoln County v. Amerisourcebergen Drug Corp., et. al U.S. Dist. Court Case No. 2:19-cv-00462 Complaint for Public Nuisance, Violations of Racketeer Influenced and Corrupt Organizations Act (RICO)... filed on May 20, 2019 by Attorneys Robles, Rail &

- Anaya, P.C., et. al. After receiving no oppositions to the transfer of the case, on June 17, 2019, the case was transferred to the Northern District of Ohio noting that as of December 5, 2017, 1,534 cases have been transferred to Ohio for further proceedings. Settlement has been reached with some of the Defendants and, Lincoln County has begun receiving payments from some of the settling Defendants. The case is still pending.
- 5. <u>Greentree Solid Waste Authority v. Lincoln County, Cause No. D-1226-CV-2014-00095</u> Compromise and Settlement Agreement and Release executed on December 17, 2015.
- 6. **Debra Wilcox v. Board of County Commissioners, Deputy Samuel C. Hanna, Caroline McCoy and Former Sheriff Robert Shepperd, Cause No. D-1215-CV-2021-00574** Complaint for Damages was filed on the 2nd day of September, 2021 by Steven Sanders alleging personal injury resulting from an improper and grossly negligent investigation and for "malicious abuse of process". County Defendants were served on November 2, 2021. The case is still pending.
- 7. <u>Eby Revocable Trust AND William R. Moser v. Lincoln County Assessor, et al, Cause No. D-1226-CV-2021-0260</u> A Notice of Appeal of Decision of Tax Protest Board was filed on the 14th day of December, 2021 by Attorney Zach Cook. On January 27, 2022, New Mexico Counties assigned Attorney Daniel Macke to represent Lincoln County. The case is still pending.
- 8. <u>Crystal Buster v. Board of County Commissioners for Lincoln County, Correctional Solutions</u>
 <u>Group, LLC, et al, Cause No. 2:21-cv-01208</u> A Complaint for Recovery of Damages Caused by the Deprivation of Civil Rights with a Jury Demand was filed on the 12th day of December, 2021, by Coyte Law P.C., and the Law Offices of Matthew Vance, P.C. The case is still pending.
- 9. <u>Lionel Burns v. Lincoln County Sheriff's Department; Deputy Daniel Brawley; in their individual and official capacities, and Rhonda Burns, Cause No. D-1226-CV-2022-00032</u> A Complaint for Damages was filed on the 4th day of March, 2022, by Clayton E. Crowley, Esq. and Joseph J. Gribble, Esq.
- On April 22, 2022 the case was removed to the U.S. District Court for the District of New Mexico, Cause No. 1:22-cv-000304. The case is still pending.
- 10. Rosarita Brady, et al v. The Board of County Commissioners of the County of Lincoln, et al, Cause No. D-1226-CV-2022-00199 A Verified Complaint was filed by Attorneys Alexandra Bobbit and McKenzie St. Denis on the 27th day of September, 2022. Lincoln County was served on the 22nd day of November, 2022. Lincoln County Defendants filed their Motion to Dismiss in Lieu of an Answer to the Complaint on the 6th day of January, 2023. A hearing on Defendants' Motion to Dismiss took place on May 1, 2023. A ruling on the Motion to Dismiss has yet to be entered.
- *Board of County Commissioners of Catron County, et al v. Secretary Robert E. Doucette, Jr., Cause No. D-725-CV-2023-00085. A Complaint for Declaratory Judgment was filed on June 30, 2023 requesting that GSD's Health Plan Assessments to Counties are unconstitutional and void. Petitioners filed their Motion for Summary Judgment on November 3, 2023 and Respondent has also filed a Counter-Motion for Summary Judgment. A hearing on the Motion and Counter-Motion is scheduled to take place on December 18, 2023 at 1:30 p.m. The case is still pending.
- 12. <u>Brandon A. Gonzales and Kevin D. Trapp, on behalf of themselves and other similarly situated v. Lincoln County Board of County Commissioners, and Lincoln County Sheriff's Office, Michael Wood, John Doe #1, John Doe #2, Cause No. D-1226-CV-2023-00192 A Complaint alleging improper oaths of office given to the Sheriff's Deputies, for false arrest, false imprisonment, and denial of due process as guaranteed by the NM Constitution was filed on July 28, 2023 by Attorneys Lauren Temple and Luke</u>

Ragsdale. A hearing on Defendants' Motion to Dismiss is scheduled to take place on December 15, 2023 at 3:00 p.m. The case is still pending.

13. *KC Dorgan and Sara Cummins v. Deputy Levi Wrye, Yancy Darby, Matthew Cude and Lincoln County Sheriff's Department, Cause No. D-1226-CV-2023-00147 A Third-Party Complaint was filed by Third-Party Plaintiffs, KC Dorgan and Sara Cummins, on July 25, 2023 by Attorneys Freda Howard McSwane, and Edward Dev Bunn, Jr. alleging negligent infliction of emotional distress, violation of due process rights, and loss of financial resources. Lincoln County Defendants filed their Motion to Dismiss Third-Party Complaint on September 13, 2023. A hearing on County Defendants' Motion to Dismiss is scheduled to take place on January 31, 2024 at 1:30 p.m. The case is still pending.

Tort Claims Notices Received or Threatened

2023

Ornelas, Mark – Tort Claim Notice received on January 4, 2023, alleging injuries sustained on October 11, 2022, as a result of an automobile accident/rollover of the Detention Center Transport Van owned by Lincoln County while being transported from Eddy County Detention Center to Lincoln County Detention Center.

Booth, Marcus – Tort Claim Notice received January 26, 2023, alleging injuries sustained by Claimants head due to the actions by staff of the Lincoln County Detention Center and staff's refusal to take Claimant for medical treatment.

Ramos, Heber – Tort Claim Notice received on February 17, 2023, alleging Civil Rights Violations and injuries sustained while Mr. Ramos was incarcerated at the Lincoln County Detention Center.

Smoley, Cinthia – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, she was subjected to a conspiracy of constitutional deprivations when she was unlawfully removed from her home at 105 Bluebird Lane, Ruidoso, NM. Her claims include that: she sustained injuries while being detained, she was abused during her incarceration at the Lincoln County Detention Center, she was assigned a Public Defender without her consent, and that all of her pets were immediately euthanized by the Lincoln County Humane Society the day of her arrest. Claimant has named the following agencies in her claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Smoley, Robert – Tort Claim Notice received February 24, 2023, [Claimant also sent the Tort Claim directly to New Mexico Counties Claims Department] alleging that beginning on November 28, 2022, he was subjected to a conspiracy of constitutional deprivations when he was unlawfully removed from his sister's home at 105 Bluebird Lane, Ruidoso, NM where is resided. His claims include that he was abused during his incarceration at the Lincoln County Detention Center, he was assigned a Public Defender without his consent, and that all of his pets were immediately euthanized by the Lincoln County Humane Society the day of his arrest. Claimant has named the following agencies in his claim: Twelfth Judicial District Court, Lincoln county Sheriff's Office, Ruidoso Police Department, New Mexico State Police, Ruidoso Animal Control, Lincoln County Animal Control, Humane Society, Lincoln County Magistrate Court Judge, Katie Lund.

Provine, Allison – Tort Claim Notice received March 14, 2023, referencing the Lincoln County Sheriff's Office stating: "faulty tail light"

Mendoza, George – Tort Claim Notice received March 20, 2023, alleging that on or about December 10, 2022, Lincoln County Medical Center and/or its agents fell below the standard of care resulting in injuries and damages to Claimant.

Soden, Sue – Tort Claim Notice received March 31, 2023, alleging that on or about March 1, 2022 and continuing thereafter to on or about April 12 and May 5, 2022, Lincoln County Medical Center and/ or its agents fell below the standard of care resulting injuries and damages to Claimant.

Vargas, Luis A. – Tort Claim Notice received June 7, 2023, alleging personal injuries sustained during a motor vehicle collision as a result of a large pothole. Claimant alleges that the Village of Ruidoso, Lincoln County and/or the State of New Mexico may have an exposure for liability in connection with this loss.

Sambrano, Patrick – Tort Claim Notice and Intent to Sue received August 4, 2023, alleging violation of Claimant's 5th and 6th Amendments of the U.S. Constitution, violations of Article II, Section 10, 13, 14, and 18 of the NM Constitution, false reporting, and indifference to the impact and consequences of Claimant's arrest based on false pretenses, and detained for 72 days before his arraignment.

Wall, Ronald Gordon – Tort Claim Notice received September 28, 2023 alleging that Lincoln County Medical Center, by and through its employees, acted under the standard of care resulting in Mr. Wall's death on July 9, 2023.

2022

Schwartz, Neil – Tort Claim Notice received on February 10, 2022 alleging malicious and/or tortious actions and/or omissions by the State of New Mexico, the Lincoln County Sheriff's Department, the New Mexico State Police, and the Twelfth Judicial District Attorney's Office resulting in damages to Claimant including, but not limited to, infliction of mental pain and suffering, injuries to Claimant's reputation, and current and future loss of earnings.

Downs, Barbara – Tort Claim Notice received May 6, 2022 alleging improper road and/or waterline maintenance resulting in a vehicle collision due to the icy road at the intersection of Sudderth Drive and Paradise Canyon in Ruidoso, New Mexico. A 2nd Tort Claim Notice was received on May 9, 2022 for a separate source with the same allegations as those set out in the May 6, 2022 notice.

McMinn, David – Tort Claim Notice received on July 6, 2022, alleging multiple, serious issues due to the use of excessive force by BIA law enforcement who may have been agents of or acting on behalf of the Village of Ruidoso, Ruidoso Police Department, Lincoln County, N.M. State Police and the State of New Mexico.

New Mexico Boys and Girls Ranches, Inc. and its Employee, Bridgman, Ted – Tort Claim Notice received on August 9, 2022, alleging violation of civil rights and tort claims act, including a demand to cease and desist and the return of promotional materials confiscated by County representatives at the Lincoln County Fair.

Estates of Wesley Clark and Linda Clark – Tort Claim Notice received on October 11, 2022 alleging wrongful deaths as a result of the McBride Fire due in part to faulty siren warning systems.

AGREEMENT

THIS AGREEMENT is made and entered into on the 19th day of December, 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO, whose address is P.O. Box 711, Carrizozo, New Mexico, 88301-0711, hereinafter referred to as "County," and ALAN P. MOREL, P.A., whose address is P.O. Box 1030, Ruidoso, New Mexico, 88355, hereinafter referred to as "Attorney."

- 1. County hereby retains and employs Attorney, pursuant to the authority conferred upon it by New Mexico Statute, to act under the title of "Lincoln County Attorney," and to render to County and its duly authorized officers and elected officials all legal advice and services to include, but not limited to:
 - A. Representing the County and is duly authorized officers and elected officials in all matters brought by or against said County, during and throughout the continuance of the Agreement, which may be pending or which may hereafter be instituted in the courts of the State of New Mexico and the courts of the United States of America located within the State of New Mexico, and before all administrative agencies and departments of the government;
 - B. Travel to and attending all meetings of the Board of County Commissioners of Lincoln County, New Mexico;
 - C. Travel to and attending all meetings of the New Mexico Association of Counties;
 - D. Routine telephone calls;
 - E. Preparing and/or reviewing all contracts, ordinances, resolutions, franchises, and other miscellaneous documents;
 - F. Advising each of the elected officers and various department heads;
 - G. Handling of routine litigation matters that arise during a fiscal year, such as the receipt, cataloging, and response to Tort Claim Notices, gathering of information and transmission of that information to the New Mexico Association of Counties' defense counsel, and coordination of communication regarding the defense of those matters;
 - H. Rendering legal opinions;
 - I. Undertaking all collections as requested;
 - J. Examining Abstracts of Title;

- K. Performing any and all other legal services as the County or its duly authorized officers or elected officials may request or require from time to time.
- 2. Attorney hereby accepts the employment by County and will render to the best of his ability the services described herein during the continuance of the Agreement.
 - Attorney shall have the authority to retain on behalf of County and at the direction of the Board of County Commissioners such other professional assistance as is necessary to Attorney in the performance of this Agreement. Such assistance may include the retention of other legal counsel for specialized matters, and experts or professionals in various fields as required in the performance of this contract.
- 3. As compensation for all services to be rendered during the term of this Agreement by Attorney, County shall pay to Attorney for its services a flat fee of Seventeen Thousand, Three Hundred Forty-Six Dollars and 72/100 (\$17,346.72) per month for work performed by Alan P. Morel, his paralegals, legal assistants and his staff, plus gross receipts tax at the current Village of Ruidoso, New Mexico rate of 8.1875% in the amount of One Thousand, Four Hundred Twenty and 46/100 (\$1,420.26) provided no cap overage of hours occurs. The sum of \$18,766.98 shall include all fees and costs (mileage, photocopies, postage, facsimile, long distance telephone calls, registration fees, and travel expenses) provided no cap overage of hours occurs. Compensation shall be adjusted to an hourly rate of One Hundred Seventy Five Dollars (\$175.00) per hour if compensation exceeds an overage cap of Five Thousand Dollars (\$5,000.00) over the flat monthly fee of \$18,766.98. Attorney shall provide an itemized statement in fractional portions of an hour, breaking the hour into segments of 1/10th of an hour each, thereby billing 1/10th of the hourly amount for each tenth of an hour's work for overage of hours exceeding \$18,766.98 during a period of one month should any overage of hours occur. In the event the Village of Ruidoso's gross receipts tax rate of 8.1875% increases or decreases, the gross receipts tax payable herein shall be adjusted accordingly.
- 4. The flat fee set forth in paragraph 3 above does not include Attorney's work as Special Prosecutor for the 12th Judicial District Attorney in the prosecution of County Ordinance violations and may or may not include extraordinary work or assignments. In such instances of extraordinary work, Lincoln County Manager and Attorney shall meet to discuss the particular matter, establish a projected cost, and determine whether it should be handled by the County Attorney's office or forwarded to outside counsel. The Lincoln County Manager and the Attorney would then present the matter to the Board of County Commissioners of Lincoln County for consideration and approval. In certain instances, the Attorney could be conflicted, or be required to appear as a witness, and this contingency would cover such matters as well. In addition, Attorney requests the County continue to pay Attorney on an hourly basis for any litigation matter for which Attorney represents the County. All work excepted from the flat fee will be billed at an hourly rate of One Hundred Seventy-Five Dollars (\$175.00) per hour for Mr. Morel, and Seventy-Five Dollars (\$75.00) per hour for paralegals, legal assistants, and support staff. The hourly rate charges will be assessed in fractional portions of an hour, breaking the hour into segments of one-tenth (1/10) of an hour each, thereby billing one-tenth (1/10) of the hourly amount for each tenth of an hour's work.
- 5. The County of Lincoln and the County Attorney shall establish a budget for collective bargaining issues that may arise during the fiscal year, and those matters shall be handled

internally or through assignment to outside counsel or consultants based upon the nature of the matter and economic requirements.

- 6. A separate fiscal budget line-item shall be established for the payment of litigation costs, filing fees, expert witness fees, depositions and other discovery costs, and document production.
- 7. The County would additionally agree that during the course of work for the County, the County agrees to indemnify and hold harmless County Attorney from any and all claims for liability and/or damages arising from any cause whatsoever, including, but not limited to, any County litigation in which County Attorney is named.
- 8. This Agreement shall remain in full force and effect for a period of one (1) year beginning the 1st day of January, 2024, or until such time as it is terminated by Attorney upon sixty (60) days written notice or by County upon sixty (60) day written notice that employment is to be so terminated. This Agreement may not be renewed.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first above written.

COU	NTY OF LINCOLN, NEW MEXIC	$O: \qquad ATT$	ATTORNEY:		
		ALA	N. P. MOREL, P.A.		
By:	Makayla Zonfrilli	By:	Alan P. Morel		
Its:	County Manager	Its:	President		

EMPLOYMENT CONTRACT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO

AND JEFFREY E. HONEYCUTT

THIS AGREEMENT is entered into the 20th day of December, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO**, (hereinafter referred to as "Employer") and **JEFFREY E. HONEYCUTT**, (hereinafter referred to as "Employee").

The purpose of this agreement is to specify the terms and conditions of employment for Employee in his capacity as Lincoln County Road Superintendent, and other relations, interactions, and activities of the Employer and Commissioners, individually, as they relate to Employee. Any reference to "Board" or "Commission" in this agreement means the Board of County Commissioners of Lincoln County, New Mexico.

SECTION 1 -- TERM OF EMPLOYMENT

The term of employment provided for in this contract is from January 19, 2023 through January 18, 2024.

SECTION 2 -- EMPLOYEE'S GENERAL RESPONSIBILITY

Employee shall report directly to the County Manager. Employee (i.) serves as a working leader, plans, directs and coordinates the team operation, maintenance and construction on roads; reviews and analyzes reports, records, directives and works as a team member with supervisors and department employees to obtain data required for strategic planning; and consults with supervisor or consulting Engineer as necessary to ensure adherence to State of New Mexico Specifications on construction projects, (ii.) assigns and delegates responsibilities for specified or functional activities and disseminates policy for employees, (iii.) works well and gains the trust and confident of State and Federal Agencies, as well as Utility Companies, resulting in a positive economic impact to the County, (iv.) gives work directions, resolves problems, prepares schedules, and sets deadlines to ensure timely completion of work, (v.) coordinates activities of the Road Department with related activities of other departments to ensure effectiveness, efficiency and cost savings, (vi.) monitors, analyzes costs and prepares the Road Department budget, (vii.) prepares reports and records on department activities for management, (viii.) evaluates current procedures and practices for accomplishing department team objectives to develop and implement improved procedures and practices, (ix.) directs training and employee orientation of workers, (x.) reviews and approves or endorses leave schedules, recommendations for selection promotion, reassignment or termination of employees, (xi.) monitors maintenance and construction activities on a regular basis to determine quality of workmanship, proper usage of personnel and equipment, and checks subordinate supervisory

work and production performance, (xii.) acts as a guide for the Road Review Committee and offers recommendations to them about the road reviews submitted to the Board of County Commissioners and attends commission meetings when needed to provide information about roads, etc., (xiii.) keeps the Commission and County Manager informed about the activities of the Road Department, and (xiv.) must perform all duties with minimal supervision and perform other duties as assigned.

Employee will be a Fair Labor Standards Act-exempt employee, not subject to overtime compensation or accrual of compensatory time. Employee is expected to keep customary office hours and to complete a demanding work schedule consistent with the position held. Flexibility relating to Employee's hours, in terms of number of hours worked in any week or the schedule of hours worked is to be negotiated between Employee and County Manager, relevant to the demands of the position.

Employee will strive to establish positive relations with the community, elected leadership, and with representatives of the media.

Employee is expected to treat Employer and individual Commissioners with proper respect and dignity.

SECTION 3 -- EMPLOYER'S GENERAL RESPONSIBILITY

Employer shall establish clear and reasonable goals to which Employee may strive. Employer will provide Employee with necessary resources with which to achieve these goals, and shall give Employee necessary latitude in determining required resources.

Employer shall allow Employee to exercise those management responsibilities assigned in a professional manner. Employer shall allow Employee the opportunity to provide input into matters being debated before the Board which impact Employee's ability to manage the affairs of the County Road Department, or matters in which Employee, in his capacity as County Road Superintendent, is expected to be or should be knowledgeable.

Employer shall allow and encourage Employee to participate in appropriate professional associations, boards, or committees associated with the responsibilities assigned to Employee. Employer shall allow and encourage Employee to attend available training seminars or educational courses relative to Employee's responsibilities, within the confines of approved budgetary allowances, and subject to the advice and consent of the Board of County Commissioners. Employer reserves the right to restrict attendance of Employee at the above-referenced educational/training opportunities, if Employer determines that Employee's performance as County Road Superintendent is being adversely affected by such activity.

SECTION 4 -- TERMINATION OF EMPLOYMENT

Employer may terminate Employee at-will, with or without cause, upon a majority vote of the Board of County Commissioners.

Employee may terminate employment only after giving two (2) months notice to Employer, and Employer, by vote of the Commission, may elect to reduce the notice requirement if it so deems.

SECTION 5 -- RENEWAL OF AGREEMENT/RENEGOTIATION

No less than one (1) month before the scheduled termination of this contract, Employer, by a vote of the Commission, may make a decision to negotiate a new contract with Employee or to allow this contract to terminate.

If, within two (2) months of the scheduled termination of this contract, a decision to allow termination of the contract has not been made, or a new contract has not be agreed upon by both parties to this agreement, then, all aspects of this agreement shall remain in force and be binding upon both parties until:

- a) a new agreement is adopted by the parties;
- b) two (2) months from the date the Employer decides by majority vote of the Commission, to not negotiate for or offer a new contract to Employee; or;
- a date specified by Employee on which Employee agrees to terminate said contract, providing Employee gives at least two (2) months' notice in writing.

SECTION 6 -- COMPENSATION

The annual salary for Employee shall be Ninety Three Thousand, Seven Hundred and Four Dollars (\$93,704.00) per year. Salary increases will be recommended by the County Manager based on the work load assigned to the Employee, annual reviews and other factors for consideration by the Board. Employee shall not receive cost of living increases or other percentage increases approved for other County employees. Due to the "on-call" nature of the position, employee shall also receive a county paid "smart phone" and take home vehicle for official use.

Employee's compensation shall not be reduced during the term of this agreement or during any extensions provided under this agreement.

In the event of an at-will termination, as provided in this agreement, Employee shall receive two (2) months compensation/severance pay based on the salary of Employee at the time of termination.

In the event of a termination with cause, as provided for in this agreement, or as the result of a criminal conviction associated with Employee's activities as County Road Superintendent, Employee shall receive no compensation/severance pay.

Nothing in this agreement shall preclude Employer from increasing the compensation amounts in this section if Employer so desires.

SECTION 7 -- BENEFITS

All benefits afforded regular employees of the County of Lincoln, established by policy or custom, save and except those exceptions noted in this agreement, shall be granted to Employee.

Employee's vacation and sick leave benefits shall accrue in the same manner as set forth in Lincoln County's Personnel Policy in effect during the tenure of this agreement. Employee will coordinate vacation time or other extended absences with the County Manager, and shall provide Employer with two (2) weeks advance notice of any vacation which is for one (1) week or longer. Employee is required to assure that in Employee's absence matters are properly addressed as if Employee were present, to the best of Employee's ability. During vacation, Employee is required to keep in regular contact with the County staff and County Manager and shall continue to provide direction and be available for consultation.

EMPLOYER: BOARD OF COUNTY COMMISSIONERS OF LINCOLN COUNTY, NEW MEXICO

Thomas F. Stewart, Chair

Elaine Allen, Member

Todd Proctor, Member

EMPLOYEE:

Dr. Lynn Willard Vice

Jon Crunk, Member

Whitney Whittaker

Attest:

Lincoln County Clerk



County of Lincoln

PO Box 711 * 300 Central Ave. * Carrizozo, New Mexico 88301-0711 * (575) 648-2385

www.lincolncountynm.gov

AGENDA ITEM NO. 24

SUBJECT:

Renewal of County Contracts:

- a. County Attorney Alan Morel Effective January 1, 2024
- b. County Road Superintendent Jeffrey Honeycutt Effective January 16, 2024